

## **Environmental and Social Standard 1. Assessment and Management of Environmental and Social Risks and Impacts**

### **Introduction**

1. ESS1 sets out the Borrower's responsibilities for assessing, managing and monitoring environmental and social risks and impacts associated with each stage of a project supported by the Bank through Investment Project Financing, in order to achieve environmental and social outcomes consistent with the ESSs. ESS1 also obliges the Borrower to consider the requirements of ESSs2 to 10.

2. Borrowers<sup>1</sup> will conduct environmental and social assessment of projects proposed for Bank financing to help ensure that projects are environmentally and socially sound and sustainable. The environmental and social assessment will be commensurate with the risks and impacts of the project. It will inform the design of the project, and be used to identify mitigation measures and actions and to improve decision making.

3. Borrowers will manage environmental and social risks and impacts throughout the life of the project in a systematic manner, appropriate to the nature and scale of the project and the potential risks and impacts. Borrowers will apply ESS10, which outlines the requirements regarding stakeholder engagement, to all projects.

4. In assessing, developing and implementing a project supported by Investment Project Financing, the Borrower may, where appropriate, agree with the Bank to use all or part of the Borrower's national environmental and social framework to address the risks and impacts of the project, providing such use will enable the project to achieve objectives consistent with the ESSs.

5. ESS1 includes the following annexes, which form part of ESS1, and set out certain requirements in more detail:

- Annex 1: Environmental and Social Assessment;
- [Annex 2: Universal Accessibility and Inclusion Plan;](#)<sup>2</sup>
- Annex ~~3~~ <sup>2</sup>: Environmental and Social Commitment Plan;<sup>3</sup> and
- Annex ~~4~~ <sup>3</sup>: Management of Contractors.

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<sup>1</sup> It is recognized that the Borrower may not be the entity directly implementing the project. Nevertheless, the Borrower is responsible for ensuring that the project is structured and implemented so that it meets all applicable requirements of the ESSs in a manner and timeframe agreed with the Bank. The Borrower will ensure that any entity involved in implementing the project supports all obligations and commitments of the Borrower in accordance with the requirements of the ESSs and the specific conditions of the legal agreement, including the ESCP. Contractors retained by or acting on behalf of the Borrower or an implementing agency are considered to be under the direct control of the Borrower, and will not be treated as third parties for the purposes of ESS 1.

<sup>2</sup> [During early scoping the Borrower starts developing a Universal Accessibility and Inclusion Plan to maximize project benefits and avoid or minimize potential adverse impacts on all people from project actions. The Plan also requires the Borrower to ensure the Bank's mitigation hierarchy \(ESS1, paragraph 25\) is applied to disadvantaged and vulnerable groups, especially persons with disabilities, to avoid or minimize the potential for disproportionate risks or impacts and to ensure they are able share equally in project benefits.](#)

<sup>3</sup> [The Universal Accessibility and Inclusion Plan will be prepared along with the Environmental and Social Assessment process and will become part of the mitigation within the Environmental and Social Commitment Plan.](#)

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### **Objectives**

- To identify, evaluate and manage the environment and social risks and impacts of the project in a manner consistent with the ESSs.
- To adopt a mitigation hierarchy approach to:
  - (a) Anticipate and avoid risks and impacts;<sup>4</sup>
  - (b) Where avoidance is not possible, minimize risks and impacts;
  - (c) Once risks and impacts have been minimized, mitigate; and
  - (d) Where residual risks or impacts remain, compensate for or offset,<sup>5,2</sup> ~~as appropriate.~~
- To utilize national environmental and social institutions, systems, laws, regulations and procedures in the assessment, development and implementation of projects.
- To promote improved environmental and social performance, in ways which recognize and enhance Borrower capacity and enhance accessibility and inclusion by all stakeholders in equitable sharing of project benefits.

### **Scope of Application**

6. ESS1 applies to all projects supported by the Bank through Investment Project Financing.<sup>6,3</sup> Borrowers will structure projects so that they meet the requirements of the ESSs in a manner and timeframe acceptable to the Bank,<sup>7,4</sup> as set out in the ESCP.<sup>8,5</sup>

7. The term “project” refers to the set of activities for which the Bank financing referred to in paragraph 6 is sought by a Borrower, as defined in the legal agreement and approved by the Bank.<sup>9,6</sup>

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<sup>4</sup> A universal access methodology to achieve the greatest project benefits for the largest number of project affected stakeholders will be used for maximizing access and inclusion in project benefits. This will facilitate the mitigation hierarchy in prioritizing avoidance of potential adverse effects on possibly impacted stakeholders which is especially important for persons with disabilities who can be impacted by both social and environmental barriers from proposed project actions. Other disadvantaged and vulnerable groups should also be given specific attention for ensuring inclusion. See Annex 2, Universal Accessibility and Inclusion Plan.

<sup>5,2</sup> The requirement to offset will take into account financial and technical feasibility. The financial and technical aspects of the mitigation hierarchy measures are based on whether the proposed measures and actions can be implemented with commercially available skills, equipment, and materials, and comparison of the incremental cost of adopting such measures and actions to the project's overall investment, operating, and maintenance costs. Assumptions of costs or about technical measures are not acceptable for determining feasibility related to persons with disabilities and such feasibility must be based on researched costs and technical measures including but not limited to previous project designs. See Universal Accessibility and Inclusion Plan, paragraph 8(E).

<sup>6,3</sup> These are projects to which OP/BP 10.00, Investment Project Financing, applies. The World Bank Environmental and Social Policy and ESSs do not apply to operations supported by Development Policy lending (for which the environmental and social provisions are set out in OP/BP 8.60, Development Policy Lending), or those supported by Program-for-Results Financing (for which the environmental and social provisions are set out in OP/BP 9.00, Program-for-Results Financing).

<sup>7,4</sup> As set out in the World Bank Environmental and Social Policy, paragraph 7, the Bank will only support projects that are consistent with, and within the boundaries of, its Articles of Agreement.

<sup>8,5</sup> Where the project involves the provision of a guarantee under OP 10.00, the scope of application of the ESSs will depend on the activities or commitments covered by the guarantee.

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8. New facilities and new activities to be financed by the Bank will be designed to meet [the universal accessibility and inclusion plan \(Annex 2\)](#), and other ~~the~~ requirements of the ESSs [to maximize project benefits and avoid or minimize environmental and social impacts](#).

9. If the project comprises or includes existing facilities or existing activities that do not meet the requirements of the ESSs at the time of Board approval, the Borrower will be required to adopt and implement measures satisfactory to the Bank so that, where deemed necessary by the Bank, [all-specific](#) aspects of such facilities and activities, as identified by the Bank, meet the requirements of the ESSs within a timeframe acceptable to the Bank.

10. Where the Bank is jointly financing a project with other multilateral or bilateral funding agencies, the Borrower will cooperate with the Bank and such agencies in order to agree on a common approach for the assessment and management of environmental and social risks and impacts associated with the project. A common approach will be acceptable provided that, in the view of the Bank, the common approach will not materially deviate from the objectives of the ESSs.<sup>10</sup><sup>7</sup> The Borrower will be required to apply the common approach to the project (and, where applicable, the Associated Facilities) in place of all or some of the requirements set out in the ESSs.

11. Where the Bank is financing a project involving a Financial Intermediary, and other multilateral or bilateral funding agencies have already provided financing to the same Financial Intermediary, the Bank may rely on the requirements of such other agencies, including the institutional arrangements already established by the Financial Intermediary, in place of all or some of the requirements set out in the ESSs, provided that, in the view of the Bank, such requirements will not materially deviate from the objectives of the ESSs.

12. ESS1 also applies to all Associated Facilities.<sup>11</sup><sup>8</sup> Associated Facilities will meet the requirements of the ESSs as set out in paragraph 30, to the extent that the Borrower has control and influence over such Associated Facilities.<sup>12</sup><sup>9</sup>

13. ESSs 1-10 apply to technical assistance supported by the Bank through Investment Project Financing, whether provided through a stand-alone project or as part of a project.<sup>13</sup><sup>10</sup>

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<sup>9</sup> <sup>6</sup> The scope of activities for which Investment Project Finance can be provided, together with the approval process, is set out in OP 10.00.

<sup>10</sup> <sup>7</sup> In determining whether the common approach or the requirements referred to in paragraph 11 are acceptable, the Bank will take into account the policies, standards and implementation procedures of the multilateral or bilateral funding agencies, [giving special attention to whether the common approach has sufficient consideration for disadvantaged or vulnerable groups as defined under ESS1 paragraphs 26 and 27 and are consistent throughout all ESSs](#).

<sup>11</sup> <sup>8</sup> Associated facilities are facilities or activities that are not funded as part of the project and, in the judgment of the Bank, are: (a) directly and significantly related to the project; and (b) carried out, or planned to be carried out, contemporaneously with the project; and (c) necessary for the project to be viable and would not have been constructed or expanded if the project did not exist.

<sup>12</sup> <sup>9</sup> Where Associated Facilities are being funded by other multilateral or bilateral funding agencies the Bank may rely on the requirements of such other agencies in place of all or some of the requirements set out in the ESSs, provided that such requirements do not materially deviate from what would otherwise be required under the ESSs, [especially for disadvantaged or vulnerable groups as defined under paragraphs 26 and 27 below](#).

<sup>13</sup> <sup>10</sup> While technical assistance activities may, of themselves, have no anticipated environment or social risks or impacts, the downstream risks or impacts of the assistance provided may be significant. Therefore, the requirements set out in paragraphs 15- 17 will be applied to technical assistance activities as appropriate. The terms of reference, set out in paragraphs 15- 17 will be applied to technical assistance activities as appropriate. The terms of reference,

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14. Where the Borrower is deemed by the Bank to: (a) be in urgent need of assistance because of a natural or man-made disaster or conflict; or (b) experience capacity constraints because of fragility or specific vulnerabilities (including for small states), the Borrower may seek the Bank's support in accordance with the specific policy requirements and special considerations set out in OP10.00.<sup>14 44</sup>

### **Requirements**

15. The Borrower will assess, manage and monitor the environmental and social risks and impacts of the project throughout the project life-cycle so as to meet the requirements of the ESSs in a manner and within a timeframe acceptable to the Bank.<sup>15 42</sup>

16. The Borrower will:

(a) Conduct environmental and social assessment of the proposed project, including stakeholder engagement;

(b) Disclose appropriate information and undertake stakeholder engagement in accordance with ESS10;

(c) Develop and implement a UAIP;

(d)-(e) Develop and implement an ESCP; and

(e)-(d) Conduct monitoring and reporting on the environmental and social performance of the project against the ESSs.

17. The project will comply with the applicable requirements of the Environmental Health and Safety Guidelines (EHSG). When host country requirements differ from the levels and measures presented in the EHSG, the Borrower will be required to achieve or implement whichever is more stringent. If less stringent levels or measures than those provided in the EHSG are appropriate in view of the Borrower's limited technical or financial constraints or other specific project circumstances, the Borrower will provide full and detailed justification for any proposed alternatives through the environmental and social assessment, including justifications related to the requirements for the Universal Accessibility and Inclusion Plan (Annex 2). This justification must demonstrate, to the satisfaction of the Bank, that the choice of any alternative performance level is consistent with the objectives of the ESSs and the applicable EHSG, and is unlikely to result in any significant environmental or social harm.

### **A. Use of Borrower's ES Framework**

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work plans or other documents defining the scope and outputs of technical assistance activities will be drafted so as to ensure that the advice and other support provided is consistent with ESSs 1-10.

<sup>14 44</sup> Further details are set out in OP10.00. Even under urgent conditions, universal accessibility and inclusion measures and actions should be applied to the maximum extent practicable to be consistent with the mitigation hierarchy under ESS1, Objectives and paragraph 25, and paragraphs. 26(b) and 27 for disadvantaged and vulnerable groups.

<sup>15 42</sup> In establishing the manner and an acceptable timeframe, the Bank will take into account the nature and significance of the potential environmental and social risks and impacts, the timing for development and implementation of the project, the capacity of the Borrower and other entities involved in developing and implementing the project, and the specific measures and actions to be put in place or taken by the Borrower to address such risks and impacts.

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18. When a project is proposed for Bank support, the Borrower will provide information to the Bank in connection with the Bank's review of the Borrower's existing environmental and social framework relevant for the proposed project (the ES Framework).<sup>16, 17, 43, 44</sup>

19. The Borrower, in consultation with the Bank, will identify measures and actions to address any gaps in the ES Framework, to the extent that such measures and actions are necessary to ensure objectives materially consistent with the ESSs.<sup>18</sup> Such measures and actions may be implemented during project preparation or project implementation, as agreed with the Bank, and will include, where necessary, measures and actions to address any capacity development issues pertaining to the Borrower, any relevant national, subnational or sectoral implementing institution, and any implementing agency. The agreed measures and actions, together with the timeframes for their completion, will form part of the ESCP.

20. The Borrower will take all actions necessary to maintain the ES Framework, as well as acceptable implementation practices, track record, and capacity, in accordance with the Bank's review and the measures and actions identified in the ESCP, for the duration of the project. The Borrower will notify the Bank of any material changes in the ES Framework that may affect the project.<sup>19, 45</sup> If the ES Framework is changed in a manner inconsistent with the ESSs and the ESCP, the Bank will, at its discretion, either: (a) require revisions to the ESCP as necessary to meet the requirements of the ESSs; and/or (b) take such other measures as the Bank deems appropriate, including applying the Bank's remedies.

### **B. Environmental and Social Assessment**

21. The Borrower will carry out an environmental and social assessment<sup>20, 46</sup> of the project to assess the environmental and social risks and impacts of the project during each stage of the project cycle.<sup>21, 47</sup> The

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<sup>16, 43</sup> The ES Framework will include those aspects of the country's policy, legal and institutional framework, consisting of its national, subnational, or sectoral implementing institutions and applicable laws, regulations, rules and procedures and implementation capacity relevant to the environmental and social risks and impacts of the project (ensuring accessibility and inclusion are part of those aspects that exist or clearly explain any noticeably missing aspects for avoiding impacts to or limiting sharing in benefits for disadvantaged or vulnerable groups). Where there are inconsistencies or lack of clarity within the ES Framework as to relevant authorities or jurisdiction, these will be identified and discussed with the Borrower. The aspects of the Borrower's existing ES Framework that are relevant will vary from project to project, depending on such factors as the type, scale, location and potential environmental and social risks and impacts of the project and the role and authority of different institutions.

<sup>17, 44</sup> The information provided to the Bank will assist the Bank in determining to what extent the ES Framework can be used to achieve objectives materially consistent with the ESSs. The Borrower will provide to the Bank recent studies and assessments conducted by the Borrower or reputable third parties, including on other projects developed in the country, to the extent these are relevant to the proposed project.

<sup>18</sup> The Bank will give particular consideration to how accessibility and inclusion measures and actions were or are to be applied to disadvantaged and vulnerable groups as defined under ESS1, paragraphs 26(b) and 27, and, consistent with the mitigation hierarchy in the Objectives and paragraph 25.

<sup>19, 45</sup> If, in the opinion of the Bank, such changes serve to improve the ES Framework, the Borrower will apply such changes to the project.

<sup>20, 46</sup> The Borrower, in consultation with the Bank, will identify and use appropriate methods and tools, including scoping, environmental and social analyses, investigations, audits, surveys and studies, to identify and assess the potential environmental and social risks and impacts associated with the proposed project. These methods and tools will reflect the nature and scale of the project, and will include, as appropriate, a combination (or elements of) the following: environmental impact assessment (EIA); environmental audit; hazard or risk assessment; social and conflict analysis; environmental and social management plan (ESMP); environmental and social management framework (ESMF); regional or sectoral EIA; strategic environmental and social assessment (SESA). Specific features of a project may require the Borrower to utilize specialized methods and tools for assessment, for example a Cultural Heritage Management Plan. Where the project is likely to have sectoral or regional impacts, a sectoral or regional EIA will be required.

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assessment will be commensurate and proportional with the potential risks and impacts of the project and the project classification assigned by the Bank, and will assess, in an integrated way, all relevant direct, indirect and cumulative<sup>22, 18</sup> environmental and social risks and impacts during each stage of the project cycle, including those specifically identified in ESSs2–10.

22. The environmental and social assessment will be based on current information, including an accurate description and delineation of the project and any associated aspects, and environmental and social baseline data at an appropriate level of detail and disaggregation for different groups within the community sufficient to inform characterization and mitigation of impacts. The assessment will evaluate the project's potential environmental and social risks and impacts; examine project alternatives; identify ways of improving project selection, siting, planning, design and implementation in order to prevent, minimize, mitigate, or compensate for adverse environmental and social impacts and enhance the positive impacts of the project. The environmental and social assessment will include stakeholder engagement as an integral part of the assessment, in accordance with ESS10.

23. The environmental and social assessment will be an adequate, accurate, and objective evaluation and presentation of the risks and impacts, prepared by qualified and experienced persons. Depending on the potential significance of risks and impacts, the Borrower may be required to retain independent third party specialists to prepare or review all or part of the assessment especially as related to disadvantaged or vulnerable groups.<sup>23, 19</sup>

24. The Borrower will ensure that the environmental and social assessment takes into account in an appropriate manner all issues relevant to the project, including: (a) the country's applicable policy framework, national laws and regulations, and institutional capabilities (including implementation) relating to environment and social issues; variations in country conditions and project context; country environmental or social studies; national environmental or social action plans; and obligations of the country directly applicable to the project under relevant international treaties and agreements (ensuring accessibility and inclusion issues regarding disadvantaged or vulnerable groups are incorporated into the assessment whether existing in the country or are noticeably missing); (b) applicable requirements under the ESSs; and (c) the EHSg, and other relevant GIIP. The assessment of the project, and all proposals contained in the assessment, will be consistent with the requirements of this paragraph.

25. The environmental and social assessment will apply a mitigation hierarchy, which will favor the avoidance of impacts over minimization<sup>24, 20</sup> or reduction of impacts to acceptable levels, and where

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<sup>21, 17</sup> This may include preconstruction, construction, operation, decommissioning, closure and reinstatement/restoration.

<sup>22, 18</sup> The assessment process will consider cumulative impacts of the project in combination with impacts from other relevant past, present and reasonably foreseeable developments as well as unplanned but predictable activities enabled by the project that may occur later or at a different location. This is acutely important to persons with disabilities commonly overlooked and impacted by both direct/indirect social and environmental barriers from past projects and where present and proposed project actions can be used to achieve the priority of the mitigation hierarchy in paragraph 25 to avoid further potential cumulative adverse effects and increase sharing of the project benefits. Other disadvantaged and vulnerable groups should also be given specific attention for ensuring inclusion. See Annex 2, Universal Accessibility and Inclusion Plan.

<sup>23, 19</sup> For High Risk projects, the Borrower will retain independent specialists external to the project to carry out the environmental and social assessment.

<sup>24, 20</sup> The risk and impact mitigation hierarchy is further discussed and specified in the context of ESSs2-10, where relevant. Also see Annex 2, Universal Accessibility and Inclusion Plan for additional information on risks and impacts and proper implementation of the mitigation hierarchy.

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residual impacts remain, will compensate for/offset them, whenever technically<sup>25 24</sup> and financially<sup>26 22</sup> feasible.

26. The environmental and social assessment, informed by the scoping of the issues, will take into account all relevant environmental and social risks and impacts of the project, including:

(a) Environmental risks and impacts, including: (i) those defined by the EHS; (ii) those related to community safety (including dam safety and safe use of pesticides); (iii) those related to climate change and other transboundary or global impacts; (iv) any material threat to the protection, conservation, maintenance and rehabilitation of natural habitats and biodiversity; and (v) those related to the use of living natural resources, such as fisheries and forests;

(b) Social risks and impacts, including: (i) threats to human security through the escalation of personal, communal or inter-state conflict, crime or violence; (ii) risks that project impacts fall disproportionately on disadvantaged or vulnerable groups;<sup>27 23</sup> (iii) any prejudice or discrimination toward individuals or groups in providing access to development resources and project benefits, particularly in the case of disadvantaged or vulnerable groups; (iv) any additional risks and adverse impacts to persons with disabilities by limiting environmental barriers to access and inclusion in project benefits; (v) negative economic and social impacts relating to the involuntary taking of land or restriction on access to natural resources;<sup>28</sup> (vi) risks or impacts associated with land and natural resource tenure and use, including (as relevant) potential project impacts on local land use patterns and tenurial arrangements, land access and availability, food security and land values, and any corresponding risks related to conflict or contestation over land and natural resources; (vii) impacts on the health, safety and well-being of workers and project-affected communities; and (viii) risks to cultural heritage.

27. Where the environmental and social assessment of the project identifies specific individuals or groups as disadvantaged or vulnerable, the Borrower will propose and implement differentiated measures so that adverse impacts do not fall disproportionately on the disadvantaged or vulnerable, and they are not disadvantaged in sharing any development benefits and opportunities resulting from the project ([see Annex 2, Universal Accessibility and Inclusion Plan](#)).

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<sup>25 24</sup> Technical feasibility is based on whether the proposed measures and actions can be implemented with commercially available skills, equipment, and materials, taking into consideration prevailing local factors such as climate, geography, demography, infrastructure, security, governance, capacity, and operational reliability.

<sup>26 22</sup> Financial feasibility is based on relevant financial considerations, including relative magnitude of the incremental cost of adopting such measures and actions compared to the project's investment, operating, and maintenance costs, and on whether this incremental cost could make the project nonviable for the Borrower. For persons with disabilities concluding compensation/offset are financially nonviable or infeasible cannot be based on assumption of costs, it must include an independent assessment of actual costs using universal accessibility of design and/or other necessary assistive devices for ensuring access to and inclusion in project benefits. See Annex 2, Universal Accessibility and Inclusion Plan.

<sup>27 23</sup> Disadvantaged or vulnerable refers to those who, by virtue of, for example, their age, gender, ethnicity, religion, physical or mental disability, social or civic status, sexual orientation, gender identity, economic disadvantages or indigenous status, and/or dependence on unique natural resources may be more likely to be adversely affected by the project impacts and/or more limited than others in their ability to take advantage of a project's benefits. Such a person/group is also more likely to be excluded from/unable to participate fully in the mainstream consultation process and as such may require specific measures and/or assistance to do so. Considerations relating to age (both the elderly and minors) and persons with disabilities include the elderly and minors, including in circumstances where they may be separated from their family, the community or other individuals upon which they depend.

<sup>28</sup> Specific attention should be given to land taken from persons with disabilities where physical accessibility to the land is important for economic and livelihood reasons (e.g., relatively flat land with minimum natural or manmade barriers to mobility on the property).

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28. Where the Borrower is concerned that the process of identifying groups for purposes of applying ESS7 would create a serious risk of exacerbating ethnic tension or civil strife, or where the identification of culturally-distinct groups as envisioned in ESS7 is inconsistent with the provisions of the national constitution, the Borrower may request the Bank to agree on an alternative approach, in which risks and impacts of the project on Indigenous Peoples will be addressed through the application of the ESSs other than ESS7. The Borrower will initiate the request for such an alternative approach through written communication with the Bank, setting out a detailed rationale for the request. In doing so, the Borrower will also provide detailed information confirming how the alternative approach will address risks and impacts of the project on Indigenous Peoples. The alternative approach will be structured so that relevant project-affected communities (of Indigenous Peoples) will be treated at least as well as other project-affected people. The agreement between the Bank and the Borrower regarding this approach will be set out in the ESCP.

29. If the project involves the preparation of subprojects, the Borrower will carry out appropriate environmental and social assessment of each subproject in accordance with national law. Where subprojects are classified as High Risk, the environmental and social assessment will be consistent with ESSs 1 to 8 and ESS10. Borrowers will ensure that subprojects are structured to meet national regulatory requirements relating to environmental and social risks and impacts, and where subprojects are classified as High Risk, they are also structured to meet ESSs 1 to 8 and ESS10.<sup>29</sup> Where deemed necessary by the Bank,<sup>30 24</sup> the Borrower will prepare an environmental and social management framework,<sup>31 25</sup> to assist the Borrower in developing and implementing the subprojects.

30. The environmental and social assessment will also identify and assess, to the extent appropriate, the potential environmental and social risks and impacts of Associated Facilities. The Borrower will address the risks and impacts of Associated Facilities in a manner commensurate with its control and influence over the Associated Facilities.<sup>32 26</sup> To the extent that the Borrower cannot control or influence the Associated Activities to meet the requirements of the ESSs, the environmental and social assessment will also identify the risks and impacts the Associated Facilities may present to the project, including those identifiable under the Universal Accessibility and Inclusion Plan in Annex 2.<sup>33</sup>

31. For projects that are High Risk or contentious, or that involve serious multidimensional environmental or social risks or impacts, the Borrower may be required to engage one or more internationally recognized independent experts. This is critically important for disadvantaged and vulnerable groups whose issues

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<sup>29</sup> Piecemealing a project into subprojects to avoid the significance of impacts and/or a High Risks classification is not acceptable. Even though a subproject may by itself be found to be insignificant, it can be a connected or enabling part of the overall project's potential for significant effects and High Risk status through cumulative impacts. Therefore, the subproject must be view as High Risk because of its incremental piece of the overall project's potential for significant effects, especially in subprojects involving disadvantaged and vulnerable groups (see Annex 2, UAIP).

<sup>30 24</sup> For example, where the subprojects may have significant environmental and social risks or impacts, or the Borrower has limited capacity in managing such risks and impacts.

<sup>31 25</sup> See ESS1, paragraph 49-45.

<sup>32 26</sup> The Borrower will be required to demonstrate, to the satisfaction of the Bank, the extent to which it cannot exercise control or influence over the Associated Facilities by providing details of the relevant considerations, which may include legal, regulatory and institutional factors.

<sup>33</sup> Identification of potential risks and impacts of the Associated Facilities will include any and all such risks and impacts to disadvantaged or vulnerable groups as if it were a Bank funded borrower project consistent with and specified under: paragraph 5 of "A Vision for Sustainable Development"; paragraph 4 of "World Bank Environmental and Social Policy"; and, ESS1 paragraphs 26 and 27. Specific attention will be given to the elderly, children, and persons with disabilities which can be most affected by disruptions to community, family, or others they depend on for assistance and/or care.



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are not generally well understood and multidimensional in nature.<sup>34</sup> Such experts may, depending on the project, form part of an advisory panel or be otherwise employed by the Borrower, and will provide independent advice and oversight to the project.

32. Where the Borrower can reasonably exercise control over its primary suppliers, the environmental and social assessment will also consider whether the primary supply chains<sup>35 27</sup> central to the project's core functions<sup>36 28</sup> are likely to be associated with environmental and social risks and impacts. If this is the case, the Borrower will adopt and implement a supply chain management system: (a) commensurate with the complexity of these supply chains and the associated environmental and social risks and impacts; and (b) appropriate for the nature and scale of the project.

33. The environmental and social assessment will consider potential project related transboundary and global risks and impacts, such as impacts from effluents and emissions, increased use or contamination of international waterways, greenhouse gas emissions, climate change mitigation and adaptation issues, and impacts on endangered migratory species and their habitats.

### **C. Universal Accessibility and Inclusion Plan**

34. The Borrower will develop and adopt an UAIP, which is prepared as part of the Environmental and Social Assessment process and will set out measures and actions required for maximizing environmental and social access and inclusion by the affected communities and stakeholders. The UAIP will become part of the ESCP, and Environmental and Social Management Plan (ESMP) if one is prepared.

35. The UAIP makes special efforts to assess risks and impacts and to use and apply the mitigation hierarchy specified under the ESS1 Objectives and paragraph 25 to ensure disadvantaged or vulnerable individuals and/or groups among the project's affected communities and stakeholders are not disproportionately adversely affected or limited from equally sharing in project benefits.

36. The UAIP is to be used to correct environmental barriers for persons with disabilities from past projects, where opportunities are possible, and ensure present and foreseeable future projects/ subprojects do not create new or exacerbate environmental barriers for persons with disabilities adversely affecting environmental and social access and inclusion to sharing in the benefits equal to all other community members.

37. Prepare the Borrower to better incorporate a comprehensive perspective into the project design and implementation facilitating the specific accessibility and inclusion details for compliance with the ESSs 2-9.

### **D.-C. Environmental and Social Commitment Plan**

38.34. The Borrower will develop and adopt an ESCP, which will set out measures and actions required for the project to achieve compliance with the ESSs over a specified timeframe. The UAIP prepared under Environmental and Social Assessment process to maximize access and inclusion for all affected

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<sup>34</sup> See Universal Accessibility and Inclusion Plan, Annex 2, paragraphs 7 and 12(A), (F), (G), and (H)

<sup>35 27</sup> Primary suppliers are those suppliers who, on an ongoing basis, provide goods or materials essential for the core aspects of the project.

<sup>36 28</sup> Core functions constitute those production and/or service processes essential for a specific project activity without which the project cannot continue.

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peoples will be included in the ESCP.<sup>37</sup> The ESCP will be agreed with the Bank and will form part of the legal agreement<sup>38 29</sup>.

~~39.35.~~ The ESCP will take into account the findings of the environmental and social assessment, the Bank's environmental and social due diligence, and the results of engagement with stakeholders. It will be an accurate summary of the material measures and actions required to avoid, minimize, reduce or otherwise mitigate the potential environmental and social risks and impacts of the project.<sup>39 30</sup> A completion date for each action will be specified in the ESCP.

~~40.36.~~ Where the ESCP requires the Borrower to plan or take specific measures and actions over a specified timeframe to avoid, minimize, reduce or mitigate specific risks and impacts of the project, the Borrower will not carry out any activities in relation to the project that may cause material or significant adverse environmental or social risks or impacts until the relevant plans or actions have been completed and (where necessary) implemented to the satisfaction of the Bank.

~~41.37.~~ Where a common approach<sup>40 31</sup> has been agreed between the Bank, the Borrower and other funding agencies, the ESCP will include all measures and actions that have been agreed to by the Borrower to achieve compliance with the requirements of the common approach (and the ESSs if applicable). Where possible, a single ESCP will be agreed upon, which incorporates the requirements of the Bank and all other agencies.

~~42.38.~~ The ESCP will set out a summary of the organizational structure that the Borrower will establish and maintain to implement the actions agreed in the ESCP. The organizational structure will take into account the different roles and responsibilities of the Borrower and the agencies responsible for implementing the project, and identify specific personnel with clear lines of responsibility and authority.

~~43.39.~~ The ESCP will set out a summary of the training that the Borrower will provide to address the specific actions required under the ESCP, identifying the recipients of such training and the required human and financial resources, and any necessary independent external expertise.<sup>41</sup>

~~44.40.~~ The ESCP will set out the systems, resources and personnel that the Borrower will put in place to carry out monitoring, and will identify any third parties that will be used to complement or verify the Borrower's monitoring activities.

~~45.41.~~ Where appropriate, the ESCP will include a requirement that the Borrower prepare, and submit to the Bank for review, a process that allows for adaptive management of proposed minor project changes<sup>42</sup> or unforeseen circumstances. For any measures associated with the UAIP affecting the disadvantaged and vulnerable groups the Borrower must demonstrate adequate capacity, experience, and expertise.

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<sup>37</sup> See ESS1, 26(b) and 27 and Annex 3.

<sup>38 29</sup> The ESCP will be an annex to the legal agreement, and will be subject to the same disclosure requirements as the legal agreement.

<sup>39 30</sup> This will include any mitigation and performance improvement measures and actions already developed; actions that may be completed prior to approval by the Bank Board of Directors; actions required by national law and regulation that satisfy the requirements of the ESSs; actions to address gaps in the Borrower's ES Framework; and any other actions that are considered necessary for the project to achieve compliance with the ESSs. The gaps will be assessed by reference to what would be required in the relevant ESS.

<sup>40 31</sup> See Paragraph 10.

<sup>41</sup> See requirements for using experienced experts in the preparation of the Environmental and Social Assessment, paragraphs 23 and 31 and Annex 1 and 2.

<sup>42 32</sup> A minor project change is any proposed change to the scope, design, implementation or operation of the project that is likely to cause, in the opinion of the Bank, no or a minor change in the environmental or social risks or impacts of the project.

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including the use of independent external expertise, to make the determination and recommendation regarding such adaptive management project changes. The process will set out how such changes or circumstances will be managed and reported and any necessary changes will be made to the ESCP and relevant management tools.

### **E.D. Implementing the ESCP**

~~46.42.~~The Borrower will implement diligently the measures and actions identified in the ESCP in accordance with the timeframes specified, and will review the status of implementation of the ESCP as part of its monitoring and reporting.<sup>43 33</sup>

~~47.43.~~The Borrower will maintain, and strengthen as necessary during the life of the project, the organizational structure established to oversee environmental and social aspects of the project. Key social and environmental responsibilities will be well-defined, and communicated to all personnel involved and stakeholders using the ESS 10 process. Sufficient high-level commitment, and human and financial resources, will be provided on an ongoing basis to implement the ESCP.

~~48.44.~~The Borrower will ensure that persons with direct responsibility for activities relevant to the implementation of the ESCP are adequately qualified and trained so that they have the knowledge and skills necessary to perform their work.<sup>44</sup> The Borrower, either directly or through agencies responsible for implementing the project, will provide training to address the specific measures and actions required by the ESCP, and to support effective and continuous social and environmental performance.

~~49.45.~~The ESCP will identify the different management tools that the Borrower will use to develop and implement the measures and actions set out in the ESCP. These management tools will include, as appropriate, environmental and social management plans, environmental and social management frameworks, operational policies, operational manuals, management systems, procedures, practices and capital investments. All management tools will apply the mitigation hierarchy, and incorporate measures so that the project will meet the requirements of applicable laws and regulations and the ESSs<sup>45 34</sup> in accordance with the ESCP for the duration of the project.

~~50.46.~~The level of detail and complexity of the management tools will be commensurate with the project's risks and impacts, and the measures and actions identified to address such risks and impacts. They will take into account the experience and capacity of the parties involved with the project, including the implementing agencies, project-affected communities and other stakeholders, and aim to support improved environmental and social performance. The management tools will define desired outcomes in measurable terms (for example, against baseline conditions) to the extent possible, with elements such as targets and performance indicators that can be tracked over defined time periods.

~~51.47.~~Recognizing the dynamic nature of the project development and implementation process, the management tools will take a long-term and phased approach, and be designed to be responsive to changes in project circumstances, unforeseen events, regulatory changes and the results of monitoring and review.

~~52.48.~~The Borrower will notify the Bank promptly of any proposed changes to the scope, design, implementation or operation of the project that are likely to cause a material change in the environmental or social risks or impacts of the project. The Borrower will carry out appropriate additional assessment

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<sup>43 33</sup> See Section E.

<sup>44</sup> See requirements for using experienced experts in the preparation of the Environmental and Social Assessment, paragraphs 23 and 31 and Annex 1 and 2.

<sup>45 34</sup> Including relevant GIIP.

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and stakeholder engagement in accordance with the ESSs, and propose changes, for approval by the Bank, to the ESCP and relevant management tools, as appropriate, in accordance with the findings of such assessments and consultation.

### **F.E. Project Monitoring and Reporting**

~~53.49.~~ The Borrower will monitor and measure the environmental and social performance of the project in accordance with the legal agreement (including the ESCP). The extent of monitoring will be agreed upon with the Bank, and will be commensurate with the nature of the project, the project's environmental and social risks and impacts, and compliance requirements. The Borrower will ensure that adequate systems, resources and personnel are in place to carry out monitoring. Where appropriate, the Borrower will engage stakeholders and third parties, such as independent experts, local communities or NGOs, to complement or verify its own monitoring activities. Where other agencies or third parties are responsible for managing specific risks and impacts and implementing mitigation measures, the Borrower will collaborate with such agencies and third parties to establish and monitor such mitigation measures.

~~54.50.~~ Monitoring will normally include recording information to track performance, and establishing relevant operational controls to verify and compare compliance and progress. Monitoring will be adjusted according to performance experience, as well as actions requested by relevant regulatory authorities and feedback from stakeholders such as community members and NGOs. The Borrower will document monitoring results.

~~55.51.~~ The Borrower will provide regular reports as set out in the ESCP (in any event, no less than annually) to the Bank of the results of the monitoring. Such reports will provide an accurate and objective record of project implementation, including compliance with the ESCP and the requirements of the ESSs. The Borrower, and the agencies implementing the project, will designate senior officials to be responsible for reviewing the reports.

~~56.52.~~ Based on the results of the monitoring, the Borrower will identify any necessary corrective and preventive actions, and will incorporate these in an amended ESCP or the relevant management tool, in a manner acceptable to the Bank. The amended ESCP will be disclosed to the stakeholders using the ESS 10 process. The Borrower will implement the agreed corrective and preventive actions in accordance with the amended ESCP or relevant management tool, and monitor and report on these actions.

~~57.53.~~ At the Bank's request, the Borrower will facilitate site visits by Bank staff or consultants acting on the Bank's behalf.

~~58.54.~~ The Borrower will notify the Bank promptly 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, disadvantaged or vulnerable individuals/groups, the public or workers. The notification will provide sufficient detail regarding such incident or accident, including any fatalities or serious injuries. The Borrower will take immediate measures to address the incident or accident and to prevent any recurrence, in accordance with national law and the ESSs.

~~59.55.~~ The Borrower will report on stakeholder engagement during project implementation in accordance with ESS10.

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### **ESS1 – ANNEX 1. ENVIRONMENTAL AND SOCIAL ASSESSMENT**

*[This will specify the issues that need to be addressed in an environmental and social assessment.]*

### **ESS1 – ANNEX 2: UNIVERSAL ACCESSIBILITY AND INCLUSION PLAN**

1. To help meet the World Bank’s vision for sustainable development<sup>1</sup> through advancing the intertwined goals of ending extreme poverty and promoting shared prosperity this Universal Accessibility and Inclusion Plan is directed at capitalizing on all project opportunities to maximize accessibility and inclusion of all peoples. Social development and inclusion are critical to all Bank funded Borrower development project actions by removing attitudinal and environmental barriers to access of poor and disadvantaged people to such facilities and services as education, health, social protection, infrastructure, affordable energy, employment, financial services, and productive assets. Specific provisions are to be made by the Borrower for:

- Creating and enhancing social access for sharing in project benefits and reducing susceptibility to potential adverse risks and impacts from project actions to disadvantaged or vulnerable groups such as women, children, the elderly, persons with disability, or individuals defined by ethnicity, social and civic status, sexual orientation, gender identity or expression, or indigenous status; and
- Creating and enhancing environmental accessibility for persons with disabilities, who are some of the most vulnerable and disadvantaged individuals of any group susceptible to project actions, by avoiding or reducing potential risks and impacts of environmental barriers through the removal or redesign of project actions that are consistent with the principles of the Convention on the Rights of Persons with Disabilities (CRPD); for example, providing sign language interpretation, ramps, or accessible technology.

#### **Objectives**

2. The following objectives are to ensure the maximum accessibility and inclusion for all affected stakeholders within the project area of influence:<sup>2</sup>

- **Accessibility** – The freedom and ability of all stakeholders to attach meaning to person-to-person and person-to-community unions that are established through emotional and environmental connections. Accessibility ensures disadvantaged and vulnerable people are given the same opportunity as any other community member to develop the personal attachments and identity that evolve through access of being included in shared experiences and environmental surroundings with groups, neighborhoods, and communities. For persons with disabilities accessibility is more than a function of universal design which may be a part of but not all of the accessibility measures necessary to promote independent living through full participation on an equal basis to others for all aspects of life such as measures that create access to the built environment, infrastructure, transportation, information and communications, and other facilities and services open or provided to the public.<sup>3</sup> The relationship of social and environmental accessibility and inclusion for all people ensures resilience and longevity of the community.

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<sup>1</sup> See paragraphs 3 and 5 under, “A Vision for Sustainable Development”; paragraph 4 under, “World Bank Environmental and Social Policy”; and paragraphs 26(b) and 27 under ESS 1.

<sup>2</sup> “Stakeholder” refers to persons affected or potentially affected by project actions and in its area of influence which include but are not limited to project-affected communities, their families, and their communities of support as well as persons or groups in adjacent communities. See also ESS10, paragraph 5.

<sup>3</sup> Universal “accessibility” described here is consistent with the universal access concept as defined in the “Environmental and Social Framework” Glossary. It is inclusive and consistent with “The Convention on the Rights of

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- **Inclusion – This** means empowering all stakeholders to participate in, and benefit from, the development process. Inclusion encompasses policies to promote equality of opportunity by improving the access of poor and disadvantaged people to such facilities and services as education, health, social protection, infrastructure, affordable energy, employment, financial services, and productive assets; and, it embraces action to remove social and environmental barriers against those who are often excluded, such as women, children, youth, persons with disabilities, and minorities, or individuals and groups defined by ethnicity, social and civic status, sexual orientation, gender identity or expression, or indigenous status; and, to ensure that the voice of all stakeholders can be heard and responded to through effective means of disclosure, consultation, and communication (see ESS10).

3. The UAIP is to provide an assessment instrument that provides a long-term planning perspective to influence the short-term project design and implementation function for maximizing the usefulness of the mitigation hierarchy to avoid and minimize environmental and social accessibility and inclusion barriers to equitable sharing of project benefits, including any opportunities to correct or remove past and/or potential future project barriers.

4. The Bank requires the objectives of accessibility and inclusion to be read in conjunction with the *Concepts and Definitions for Environmental and Social Assessment Associated With Disadvantaged and Vulnerable Groups*.

### **The Elements of the Plan**

5. The Universal Accessibility and Inclusion Plan (UAIP) is to be designed to promote access to the social and surrounding natural and built environments for improving mainstreaming of disadvantaged and vulnerable groups into society with equal access and inclusion of all other stakeholders. The Bank requires the Borrower to properly design, develop, and manage project actions throughout the project cycle by including measures to enhance sharing of benefits by all affected parties and prevent or minimize adverse risks and impacts. Special attention is to be given to the social and environmental effects on accessibility and inclusion that potentially accentuate the disproportionate effects on disadvantaged and vulnerable groups, especially those pertinent to persons with disabilities that are extremely sensitive to the detrimental effects of poverty due to both social and environmental barriers to accessibility and inclusion.

6. The Bank requires the development of the UAIP to be read and applied in combination with the *Concepts and Definitions for Environmental and Social Assessment Associated With Disadvantaged and Vulnerable Groups*.

7. The Borrower will retain independent specialists external to the project to carry out the UAIP when they lack the capacity, experience, or expertise to properly assess accessibility and inclusion issues, particularly with regard to disadvantaged and vulnerable groups, especially for persons with disabilities whose issues are not generally well understood and have multidimensional social and environmental barrier issues (see paragraph 12). Whenever possible, it is in the Borrower's interest and consistent with Bank policy to use an independent specialist from the disadvantaged or vulnerable groups in order to gain acceptance of and expedite Bank approval for Borrower's assessment. Confirmation of this capacity, experience, or expertise is to be acquired prior to developing the UAIP.

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Persons with Disabilities”, Article 9 on Accessibility, discussing universal design as the design of products, environments, programmes and services to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design but also inclusive of assistive devices for particular groups of persons with disabilities where they are needed.

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### 8. The UAIP will:

- (A) describe the project actions that may potentially limit or inhibit stakeholders social and environmental accessibility and inclusion (before the use or application of possible mitigations)<sup>4</sup>;
- (B) describe the type and level of potential risk and impact from the actions indentified in (A) and any other risks or impacts from proposed project actions that may not directly affect accessibility and inclusion but may be indirectly connected with limiting or inhibiting either;
- (C) describe any other past projects actions within the project area of influence that have caused limited social and environmental accessibility and inclusion issues for the present project actions (include a description of any standing actions being taken against such past projects by a disadvantaged or vulnerable group);
- (D) describe any connections between proposed project actions and foreseeable future projects actions within the project area of influence that may be used to improve accessibility and inclusion on a long-term basis;
- (E) develop a listing and description of a mitigation hierarchy to avoid, minimize, and compensate/offset actions with risks, and impacts identified in (A) and (B) and how they may enhance accessibility and inclusion over past projects and for foreseeable future projects (mitigation hierarchy measures are not to be eliminated at this point for financial or technical feasibility);
- (F) describe the possible project design change alternatives necessary to incorporate the elements of (A), (B), and (E) (assumptions of costs or technical measures for any particular disadvantaged or vulnerable group are not acceptable and must be based on researched costs and technical measures including but not limited to previous project designs<sup>5</sup>);
- (G) include a projected timeline for how the alternatives described in (F) may be planned for and implemented;
- (H) include a projected budget demonstrating how the alternatives described in (F) will be adequately funded from project design through implementation; and
- (I) include a summary of the information disclosure and stakeholder engagement explaining the consultation done for the UAIP and any other relevant engagement information regarding stakeholder concerns and recommendations.

9. Project actions for purposes of the UAIP are to include the proposed project's subprojects and any financial intermediaries' projects/subprojects or other developers' project actions within their area of influence, where there are connected actions or cumulative effects.

10. The UAIP is to be part of the Environmental and Social Assessment (Annex 1) process but is to be written to stand on its own and will be included with the Environmental and Social Commitment Plan (Annex 3), and in the Environmental and Social Management Plan, if prepared.

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<sup>4</sup> See "Environmental and Social Policy", Classification, paragraph 20, footnote 18.

<sup>5</sup> The financial and technical aspects of the mitigation hierarchy measures are based on whether the proposed measures and actions can be implemented with commercially available skills, equipment, and materials, and, whether the incremental cost of adopting such measures and actions compared to the overall project's investment, operating, and maintenance costs are relatively insignificant or not.

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11. If the Borrower proposes alternatives under (F) or modifications to the UAIP later in the Bank's project-cycle process, such alternatives and modifications with an explanation and recommendations are to be reviewed and approved by the Bank as to whether they are appropriate project alternative(s) for accessibility and inclusion based on the UAIP. The determinations and decisions regarding the proposed project will be disclosed in a timely manner to stakeholders and any others who provided comments during the stakeholder engagement process consistent with ESS10 and any of the other ESSs that may be impacted by the UAIP.

### **Concepts and Definitions for Environmental and Social Assessment Associated With Disadvantaged and Vulnerable Groups**

12. The following terms and definitions are for creating understanding and ensuring disadvantaged and vulnerable individuals and groups are properly considered and work in harmony when determining the classification of project risk, especially the High Risk classification, and developing an appropriate plan for coordinating and maximizing accessibility and inclusion consistent with the Bank's Mitigation Hierarchy.<sup>6</sup> The following terms are to be read, reviewed, and applied simultaneously and in concert with one another.

- (A) **Significant Risk and Impact** – Potential significant risk and impact occur when the connections for accessibility and inclusion are disrupted, broken, or the opportunity to create or enhance them is missed during project design and development of environmental and social benefits. The following are examples of connections and relationships that characterize areas for potential significant risks and impacts for disadvantaged and vulnerable groups, they include but are not limited to the following:
- a. For persons with disabilities, a vulnerable group that experiences multiple as well as multidimensional social and environmental effects puts them at extreme risk and impact, the significant connections and relationships include but are not limited to: (a) family and communities of support that are depended upon for assistance for livelihood and well being; (b) environmental and social accessibility that provides inclusion into the social fabric of the community, neighborhoods, and groups by supporting or permitting access into networks necessary for inclusion; and, (c) environmental and social accessibility for inclusion through a barrier free built environment (buildings, schools, healthcare centers, work places/spaces, homes, and infrastructure such as transportation, toilets, walkways), educational environment (instructional material and instruments usable through Braille, large print, human-readers, sign-language, electronic media technology, and trained staff), work environment (instruments or devices to do work and maintain their job; or, property/land used for livelihood that is usable by persons with disabilities) and communication devices and accommodations for a wide-range of disabilities throughout the general built environment.
  - b. For children, a group that is a numerically significant population group and a group that often experiences adverse impacts that have long-term irreversible effects given their evolving capacities; connections and relationships of significant importance include, but are not limited to: (a) parents and caregivers that are depended upon for financial security, emotional support and guidance, and overall well-being; (b) accessible, quality educational opportunities; (c) accessible, quality healthcare and healthcare facilities, and (d) access to adequate nutrition.

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<sup>6</sup> The impact mitigation hierarchy is established under ESS1, Objectives and paragraph 25, and further discussed and specified in the context of ESSs2-10, where relevant. Its objective and priority is to anticipate and establish avoidance as highest priority followed by minimizing and as the last resort, compensate or offset.



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- c. For sexual and gender minorities, a group made vulnerable because they are often compelled to be invisible due to the societal pressure and fear of persecution, which leads to experiences of multiple risks and impacts; the significant connections and relationships include but are not limited to social accessibility that: (a) provides inclusion with safe spaces from criminalization and violence; (b) has sensitive and trained staff that create a safe environment for quality education; (c) has trained staff for quality healthcare and a safe environment within the healthcare facilities; and, (d) provides a means to maintain financial security, emotional and overall well-being
- d. For any disadvantaged or vulnerable persons or groups, the potential for acts of discrimination, prejudice, harassment, or violence against them increase the possibilities for significant adverse risks and impacts to their accessibility to the necessary and needed connections and relationships for their inclusion in project benefits and avoidance of disproportionate share of adverse impacts to their livelihood and existence.

These examples, as appropriate, apply to all forms of disadvantaged and vulnerable groups associated with characteristics such as their age, gender, disability, ethnicity, religion, social and civic status, sexual orientation or expression, gender identity, economic disadvantages or indigenous status; and all types of resources such as (a) buildings, roads, transportation and other indoor and outdoor facilities, including schools, housing, medical facilities and workplaces, and (b) Information, communications and other services, including electronic services and emergency services..

In all cases, significant risks and impacts for a project must be assessed both as a whole, whether or not there are subprojects, and by the intensity of the risks and impacts to any smaller identifiable units of individuals or groups. In other words, the project and subprojects cannot be piecemealed or broken down into diminutive increments to avoid potential significant risks and impacts (see *cumulative effect* and *connected action*). Neither can smaller units such as disadvantaged or vulnerable individuals or groups affected within a project be found insignificant by their relatively small part of the overall project where there is potential for an intense impact or effect on them.

- (B) **Cumulative Effect** – The potential for cumulative risks and impacts can occur both over time and within a living environment context. Project actions representing time considerations come from potential effects associated with any proposed project and its direct or indirect relationship to past, present, and reasonably foreseeable future project actions which include unplanned but predictable activities enabled by the project that may occur later or at a different location. Project actions, past, present, and future, representing the links with the living environment include but are not limited to: (a) the built, educational, and work environments (see *significant risk and impact*); (b) geography of the project and adjacent areas; and, (c) social structure which make up communities, groups, and/or individual life connections (see *significant risk and impact*). Cumulative effect must be read together with all other terms in this section acting as the assessment function for consolidating all past, present, and future project/subprojects actions and their potential risks, impacts, and effects.
- (C) **Long-Term Irreversible Effect** – Potential long-term irreversible effect come from unresolved or missed impacts of project actions during project design, development, and/or implementation. The long-term nature of the effect is founded on the relationship of the impact and the duration of the effect on the persons or group. For example, a project action(s) impact to disadvantaged or vulnerable persons or group occurring at childhood such as the lack of access and inclusion to proper education has the effect on such persons/groups not only in the short-term but a high likelihood of extending into adulthood impacting employment or livelihood and on into old age adversely impacting health and access to other benefits of inclusion with the consequential effect of keeping them disadvantaged throughout their lifetime. Thus, any project that results in the unresolved or missed opportunity to apply the mitigation hierarchy to avoid, minimize, mitigate, or compensate/offset the

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risk of impact and effect of keeping individuals or groups in poverty, disadvantaged, and/or vulnerable throughout their lifetime makes such projects a High Risk of long-term irreversible effects.

- (D) **Project Area of Influence** – The project area of influence is variable and dependent on direct, indirect, and cumulative impacts of project actions. For example, the project area of influence regarding accessibility and inclusion includes the affected environment associated with: (a) project actions having direct impacts and effects on the living environment of communities such as the built, educational, and work environments and effects on social connections such as communities of support and groups that support overall inclusion for livelihood and well being; (b) other adjacent communities or neighborhoods not funded as part of a Borrower’s project but who are affected directly or indirectly by the Borrower’s project actions; and, (c) communities, neighborhoods, or groups potentially affected by cumulative impacts from further foreseeable planned development of the project/subprojects or adjacent communities, neighborhoods, or groups.
- (E) **Connected Action** – Connected actions are linked to the Borrower’s project/subprojects by financial intermediaries’ projects/subprojects or other developers’ project actions within their area of influence or done upon an association with the Borrower’s projects. For example, connected actions, within the project area of influence or overlapping areas of influence, include but are not limited to: (a) actions automatically triggered by a Borrower’s other project/subprojects, financial intermediaries’ projects/subprojects, or other developers’ project actions; (b) are dependent on proceeding only if the Borrower’s project/subprojects, financial intermediaries’ projects/subprojects, or other developers’ project actions are taken prior to or simultaneously; or (c) are interdependent parts of the Borrower’s larger project action and are depend on the larger action for their justification. Connected actions are part of the considerations for and determinations of direct/indirect, cumulative, and significant impacts and effects, as well as the determination of High Risk projects. An example of how disadvantaged and vulnerable groups may be affected by connected actions could be a Borrower’s project that does not mitigate the development of a school to make it both socially accepting (change in perception and attitude) and barrier free (environmentally accessible) for children with disabilities so that another school or other infrastructure project within or overlapping the Borrower’s project area of influence does not adhere to mitigating for social and environmental access and inclusion. Thus, these connected actions create a cumulative significant impact with long-term irreversible effects on the affected children by putting them at High Risk of poverty and experiencing lifelong existence of being disadvantaged and vulnerable.
- (F) **High Risk** – Project/subprojects and financial intermediaries’ project actions within their area of influence must be review in the context of potential connected, direct/indirect, cumulative, and significant impacts and effects which may result in long-term irreversible effects. While the risk may be determined in accordance with the World Bank Environmental and Social Policy (section A, paragraph 20) requiring consideration of relevant issues including type, location, sensitivity, and scale of the project, it is the environmental and social assessment that is used to assess the degree of environmental and social risks and impacts of projects during each stage of the project cycle (ESS1, paragraph 21). In meeting the objectives and purposes of the environmental and social assessment all of the terms in this section of the universal accessible and inclusion plan apply to the determination of risk category, especially in determining High Risk projects/subprojects and financial intermediary projects/subprojects. This determination is done without applying any possible mitigation measures in order to fully understand the extent of possible risks and impacts. This is important for disadvantaged and vulnerable groups because of the common issue of overlooking such potential risk and impacts. And, it is especially important to persons with disabilities because of the multidimensional ways they can be impacted which multiplies the potential for risks (see example under *persons with disabilities risks and impacts*). Due to the significance of this environmental and social assessment process and the development of the universal accessibility and inclusion plan for disadvantaged and vulnerable groups in determining the appropriate risk classification of projects, it is

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required that the Bank review its own capacity for quality of experience and expertise as well as that of the Borrower and their contractors to decide whether independent third party specialists are needed. As under the definition for *significance of risk and impact*, the project/subprojects and financial intermediaries' project actions cannot be broken down into smaller pieces until the level of risk is insignificant where as a whole it may be significant or High Risk.

- (G) ***Multidimensional Risks or Impacts*** – There are several ways this term may be used although for the purposes of use under the UAIP it is meant to be synonymous with being affected with both environmental or social risks, impacts, effects, or barriers. While having multiple social *or* environmental affects on any stakeholders, especially those making up the foundation for being disadvantaged or vulnerable, can lead to High Risk projects, projects having potential multidimensional social *and* environmental affects on persons or groups are likely to ensure that such projects will be classified High Risk. This also is pertinent to potential risks being first assessed without mitigation and then with the mitigation hierarchy prioritizing avoidance, reduction, and compensation/offset in that order. The mitigation hierarchy is very important to projects with potential multidimensional benefits and adverse risks from direct and indirect impacts so as not to become avoidable or unmitigated past, present, and future projects effects thus creating significant cumulative and long-term irreversible effects.
- (H) ***Persons With Disabilities Risks and Impacts*** – Persons with disabilities have additional considerations affecting their being disproportionately disadvantaged or vulnerable to Borrower projects impacts or sharing of benefits. Person with disabilities can be part of any human group, including other disadvantaged and vulnerable groups such as women, children, the elderly, or individuals defined by ethnicity, social and civic status, sexual orientation, gender identity or expression, or indigenous status. Like other disadvantaged and vulnerable groups, persons with disabilities face the social perceptions and attitudes often coupled with additional environmental barriers to the built, educational, and work environments that ultimately hinder accessibility and their inclusion in communities (see *significant risk and impact*). The potential for risk and impact to persons with disabilities applies when they are present in, have a social or environmental attachment, or move into a proposed project's area of influence (see *project area of influence*).

For example, persons with disabilities have a greater chance than other groups of being at high risk from project impacts. They have an increased probability of being affected by cumulative effects because of the multidimensional ways they can be impacted such as by adverse risks of direct and indirect impacts not being avoided or mitigated during past, present, and future projects actions that affect their social and environmental access for inclusion (see *cumulative effect*). There are more ways to significantly impact persons with disabilities through adversely impacting important connections to and networks of family and communities of support; being prohibited from social inclusion due to environmental barriers that prevent access to facilities, education, employment, and other livelihood and well being resources (see *significant risk and impact*). And, there are more ways connected actions from related or unrelated Borrower and others within the many project areas of influence can overlap creating the cumulative impact scenario for persons with disabilities where inaccessibility and lack of inclusion are exacerbated by each missed opportunity to avoid or at least mitigate potential effects (see *connected action*).

- (I) ***Children Risks and Impacts*** – Children have additional considerations affecting their being disproportionately disadvantaged or vulnerable. Children's experience of development projects often differ from adults. Some immediate impacts may be mediated in part by parents or caregivers, but children will directly experience both positive and negative impacts of any project. Children are not only a numerically important population group, but also uniquely vulnerable to even short periods of deprivation, which can have long-term effects that are passed down to future generations. (See *Long-Term Irreversible Effect*).

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Children are uniquely vulnerable to direct, indirect, and cumulative impacts. There may be indirect impacts such as loss of employment or livelihood for the family adults which is then becomes a direct impact experienced by children through loss of access to adequate nutrition, healthcare, and education. Economic stress on families can also put children at high risk of abuse, neglect, child labor, and sexual exploitation of children. The overall outcome can be the cumulative effect that has the potential for long-term irreversible effects regarding issues such as loss of life, damaged health, or lack of education needed for employment in later years. The degree of these impacts can differ based on gender, or can be more severe for young children, indigenous children, children from racial or ethnic minorities, child workers, child-headed households, or children with disabilities.

- (J) **Sexual Orientation, Gender Identity Or Expression Risks and Impacts** – Persons with a non-conforming sexual orientation, gender identity, or a varying gender expression have difficulties establishing an open and free social environment. They frequently experience a disproportionate share of adverse project risks and impacts producing unsafe living conditions. The risk of impacts typically stem from discrimination, prejudice, harassment, or violence.

For example, direct and indirect impacts can come from discrimination, prejudice, harassment, or violence that range from a lack of access to project benefits to potential adverse risk personal harm or loss of life. The high level of intensity of potential impacts such as personal harm or loss of life makes negating this potential through use of the mitigation hierarchy from proposed project actions and activities important. Left unchecked, relatively minor potential risks and impacts from prejudice or harassment may become cumulative effects through long-term irreversible significant impacts that evolve into direct or indirect violent actions affecting health conditions. Lack of access to equitable shares of project benefits can also evolve from relatively minor risks and impacts to economic security to loss of livelihood. (See *Significant Risk and Impact, Cumulative Effect, and Long-Term Irreversible Effect*).

### **ESS1 – ANNEX 3.2. ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN**

*[to include further requirements, as appropriate]*

The ESCP will set out, in sufficient detail, the material measures and component actions, which have been agreed upon between the Borrower and the Bank for the project to achieve compliance with the ESSs over a specified timeframe. Each measure and component action will have an agreed timeframe for completion.

### **ESS1 – ANNEX 4.3. MANAGEMENT OF CONTRACTORS**

*[to include further requirements, as appropriate]*

The Borrower will ensure that all contractors engaged on the project operate in a manner consistent with the requirements of the ESSs, including the specific requirements set out in the ESCP. The Borrower will manage all contractors in an effective manner, including:

- (a) Assessing the environmental and social risks and impacts associated with such contracts;
- (b) Incorporating all relevant aspects of the ESCP into tender documents;

**ESS1. Assessment and Management of Environmental and Social Risks and Impacts**

(c) Contractually requiring contractors to apply the relevant aspects of the ESCP and the relevant management tools, and including appropriate and effective non-compliance remedies;

(d) Ensuring that contractors engaged in connection with the project are reputable and legitimate enterprises, and have knowledge and skills to perform their project tasks in accordance with their contractual commitments;

(e) Monitoring contractor compliance with their contractual commitments; and

(f) In the case of subcontracting, requiring contractors to have similar arrangements with their subcontractors.

## **ESS10. Information Disclosure and Stakeholder Engagement**

### **Introduction**

1. This ESS recognizes the importance of open and transparent engagement between the Borrower, communities affected by the project, project workers, and, where appropriate, other stakeholders as an essential element of good international practice. Effective stakeholder engagement can improve the environmental and social sustainability of projects, and enhance project acceptance. In particular, effective community engagement appropriate to the nature and scale of the project promotes sound and sustainable environmental and social performance, and can lead to improved financial, social and environmental outcomes, and enhanced community benefits. It is central to building strong, constructive, and responsive relationships that are essential for the successful management of a project's environmental and social risks and impacts. Stakeholder engagement is most effective when initiated at an early stage, and continues throughout the life-cycle of the project. It is an integral part of the assessment, management and monitoring of the project's environmental and social risks and impacts.

2. This ESS identifies stakeholder engagement as an ongoing process involving: (a) identification of stakeholders and their concerns; (b) disclosure of appropriate project information; (c) meaningful consultation with stakeholders; **(d) ensure accessibility of facilities free from discrimination and free from environment barriers for persons with disabilities,**<sup>1</sup> and **(e)(d)** establishment of a mechanism by which people can make comments on project proposals and performance or raise grievances.

3. This ESS will be read in conjunction with ESS1.<sup>2</sup> Requirements regarding engagement with workers are found in ESS2. Special provisions on emergency preparedness and response are covered in ESS4. In the case of projects involving involuntary resettlement and/or economic displacement, affecting Indigenous Peoples or having an adverse impact on cultural heritage, the Borrower will also apply the special disclosure and consultation requirements set out in ESS5, ESS7 and ESS8.

### **Objectives**

- To outline a systematic approach to stakeholder engagement that will help Borrowers build and maintain a constructive relationship with their stakeholders **and ensuring disadvantaged and vulnerable groups participation,**<sup>3</sup> in particular project-affected communities.
- To promote improved environmental and social performance of Borrowers through effective engagement with their stakeholders **consistent with paragraph 2.**
- To promote and provide means for adequate engagement with project-affected communities throughout the project cycle on issues that could potentially affect them and to ensure that meaningful environmental and social information is disclosed to them and to other stakeholders.
- To ensure that all stakeholders have ways to access project information and raise issues;

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<sup>1</sup> **The communication process should offer information that assures it is available through multiple forms and facilities accessible to the greatest number of people interested or possibly affected by a project, with specific attention given to the disadvantaged and vulnerable. Accessibility should respect diversity and dignity of all peoples and use measures as appropriate such as accepted local language, culturally sensitive, and for persons with disabilities through appropriate means as Braille, tactile communication, large print, audio, plain-language, human-reader, internet technology, and physically accommodating facilities for access to the information.**

<sup>2</sup> **The Borrower is to give particular awareness and deliberation to ESS1, Annex 1, 2, and 3, regarding the universal accessibility and inclusion plan (UAIP) prepared under the process for the environmental and social assessment (ESA) and included in the environmental and social management plan (ESMP), and environmental and social commitment plan (ESCP).**

<sup>3</sup> **See ESS1, paragraphs 26 and 27.**

## **ESS10. Information Disclosure and Stakeholder Engagement**

- To ensure that project-affected communities have accessible means to raise issues and grievances consistent with paragraph 2, and that Borrowers respond to and manage such issues and grievances appropriately.

### **Scope of Application**

4. ESS10 applies to all projects supported by the Bank through Investment Project Financing. The Borrower is expected to engage with relevant stakeholders as an integral part of the project's environmental and social assessment and project implementation, as outlined in ESS1.

5. For the purpose of this ESS, "stakeholder" refers to persons or groups potentially affected by project actions in its area of influence, and may be considered synonymous with project-affected communities, ~~where appropriate, other stakeholders.~~<sup>4 +</sup>

### **Requirements**

6. Borrowers will engage with stakeholders by providing them with access to timely, relevant, understandable and accessible information, and by consulting in a culturally appropriate and age appropriate manner, and free of manipulation, interference, coercion and intimidation. Such consultations will be done through inclusive means that are accessible to persons with disabilities both through physical access to facilities where the information is provided and by ensuring it is offered in multiple forms such as sign language, Braille, large print, audio, plain-language, human-reader, or accessible electronic media technology.

7. Stakeholder engagement will involve, as appropriate, the following elements: stakeholder identification and analysis, stakeholder engagement planning, disclosure of information, consultation and participation, grievance acceptance and response, and ongoing reporting to project-affected communities and stakeholders.

8. The nature, scope and frequency of stakeholder engagement will be commensurate with and proportionate to the nature and scale of the project and its potential impacts on affected communities, the sensitivity of the environment and persons/groups disadvantaged or vulnerable,<sup>5</sup> and the level of public interest. In order to tailor the engagement to the specifics of the Borrower and the project, it is essential that Borrowers identify and analyze the project's stakeholders as outlined below.

### **A. Information Disclosure**

9. For all projects, Borrowers will consult with stakeholders to identify issues and concerns in order to inform the environmental and social assessment and the design and implementation of the project.

10. Disclosure of relevant project information helps stakeholders understand the risks, impacts and opportunities of the project. If communities may be affected by environmental or social impacts from the project, the Borrower will provide them with access to the following information:

- (a) The purpose, nature and scale of the project;

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<sup>4 +</sup> ~~Other~~ It is not up to the Borrower to determine stakeholder status. Stakeholders are those who consider themselves not directly affected by the project or but that have an interest in it and are in the project's area of influence or adjacent communities. These could include national and local authorities, neighboring projects, nongovernmental organizations, or disadvantaged or vulnerable persons/groups. It may include but not limited to disrupted use the project area or may potentially disrupt direct access, such as for persons with disabilities.

<sup>5</sup> See paragraph 13.

## **ESS10. Information Disclosure and Stakeholder Engagement**

- (b) The duration of proposed project activities;
- (c) Any risks to and potential impacts on communities or persons and proposed mitigation hierarchy<sup>6</sup> plans, highlighting any potential risks and impacts disproportionately on disadvantaged or vulnerable groups;<sup>7</sup>
- (d) The envisaged stakeholder engagement process, if any, and opportunities and ways in which stakeholders can participate, noting how inclusive means such as accessibility for persons with disabilities both through physical access to facilities where the information is provided multiple forms (see paragraphs 2 and 6);
- (e) The time and venue of any envisaged public consultation meetings, and the process by which meetings are notified, summarized, and reported; and
- (f) The process and means by which grievances are raised and managed.

11. The information will be disclosed in local language(s) and in a manner that is accessible, and culturally appropriate, and age appropriate taking into account any specific needs of groups that may be differentially or disproportionately affected by the project because of their status or groups of the population with specific information needs (such as, literacy, gender, differences in language or accessibility of technical information, sign language, Braille, large print, audio, plain-language, human-reader) and/or physical barriers to persons with disabilities to access the information environment or facilities.

### **B. Engagement during Project Preparation**

#### ***Stakeholder Identification and Analysis***

12. The Borrower, in collaboration with the community, will identify the various individuals or groups who:

- (a) are affected or likely to be affected by the project area of influence (project-affected communities); or
- (b) may have an interest in the project (other stakeholders).<sup>8 2</sup>

13. The Borrower, in collaboration with the community, will identify individuals and groups that may be differentially or disproportionately affected by the project because of their disadvantaged or vulnerable status.<sup>9 3</sup> Where relevant, the Borrower, in collaboration with the community, will also identify different

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<sup>6</sup> The mitigation hierarchy is defined in ESS1, Objectives and paragraph 25.

<sup>7</sup> Identification of potential project risks and impacts will include any and all such risks and impacts to disadvantaged or vulnerable groups consistent with and specified under; paragraphs 3 and 5 of "A Vision for Sustainable Development"; paragraph 4 of "World Bank Environmental and Social Policy"; and, ESS1 paragraphs 26, 27, and Annex 2. Special attention will be given to the elderly, children, and persons with disabilities which can be most affected by disruptions to community, family, or others they depend on for assistance and/or care.

<sup>8 2</sup> See paragraph 5.

<sup>9 3</sup> Disadvantaged or vulnerable refers to those who, by virtue of, for example, their age, gender, ethnicity, religion, physical or mental disability, social and civic status, sexual orientation, gender identity, economic disadvantages or indigenous status, and/or dependence on unique natural resources, may be more likely to be adversely affected by the project impacts and/or more limited than others in their ability to take advantage of a project's benefits. Such a person/group is also more likely to be excluded from/unable to participate fully in the mainstream consultation process and as such may require specific measures and/or assistance to do so. Considerations relating to age (both the elderly and minors) and persons with disabilities include the elderly and minors, including in circumstances where



## **ESS10. Information Disclosure and Stakeholder Engagement**

interests within the identified groups, for example, representing different ages, genders and ethnic and cultural diversity, who may have different concerns and priorities about project impacts, mitigation mechanisms and benefits, and who may require different, or separate, forms of engagement. The Borrower, in collaboration with the community, will also identify how each group of stakeholders may be affected and the likely extent of potential impacts. An adequate level of detail will be included in the stakeholder identification and analysis so as to determine the level of communication that is appropriate for the project.<sup>10</sup>

### **Stakeholder Engagement Plan**

14. The Borrower, in collaboration with the community, will develop and implement a Stakeholder Engagement Plan (SEP).<sup>11 4</sup> The SEP will describe the timing and methods of engagement with the project-affected communities and other stakeholders throughout the life-cycle of the project. The SEP will also describe the range of information to be communicated to stakeholders, as well as information to be sought from them. Engagement will be appropriate to the nature and scale of the risks, impacts and development stage of the project, and the nature and level of stakeholder impacts and concerns as determined through the application of ESS1, where appropriate, the requirements of ESSs2-9. For projects with little or no impact on project-affected communities, stakeholder engagement may be minimal. The SEP will be disclosed prior to Board approval.

15. The SEP will be tailored to take into account the main characteristics and interests of the stakeholders, and the different levels of engagement and consultation that will be appropriate for different stakeholders. The SEP will set out how communication with stakeholders will be handled throughout project preparation and implementation, including the grievance mechanism required. The frequency and type of engagement will be determined on a case-by-case basis.

16. The SEP will describe the measures that will be used to remove obstacles to participation, such as those based on gender, age, disability, or other differences, and how the views of differently affected groups will be captured. Where applicable, the SEP will include differentiated measures to allow the effective participation and safety of those identified as disadvantaged or vulnerable. Dedicated approaches and an increased level of resources may be needed for communication with such differently affected groups so that they can obtain the information they need regarding the issues that will potentially affect them. When the stakeholder engagement depends substantially on community representatives,<sup>12 5</sup> the Borrower will make reasonable efforts to verify that such persons do, in fact, represent the views of project-affected communities and that they are facilitating the communication process by accurately conveying project information to the relevant communities, and conveying their comments and concerns to the Borrower or authorities, as appropriate.

17. In cases where the exact location of the project is not known at the time of initial due diligence by the Bank, the SEP will take the format of a framework approach, outlining general principles and a collaborative strategy to identify stakeholders and plan for an engagement process in accordance with this ESS and consistent with ESS1 that will be implemented once the location is known. For projects that are regional or national in scope, involving multiple locations, the SEP may be devised on a sample basis,

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they may be separated from their family, the community or other individuals upon which they depend. See ESS1, UAIP, Annex 2.

<sup>10</sup> Disaggregation of the disadvantaged and vulnerable persons/groups for purposes of stakeholder identification and analysis of issues does not negate the cumulative risks and impacts that the ESS1 is obligated to consider for disadvantaged and vulnerable persons/groups as a whole under the project.

<sup>11 4</sup> The SEP may be developed as a stand-alone plan or, depending on the nature and the scale of the risks and impacts of the project, be included as part of the ESCP.

<sup>12 5</sup> For example, community and religious leaders, local government representatives, civil society representatives, politicians, teachers, and/or others representing one or more project-affected groups.

## **ESS10. Information Disclosure and Stakeholder Engagement**

covering major geographic, jurisdictional, and demographic variations, including groups who may be particularly vulnerable to impacts or to exclusion from project benefits. A framework SEP will require individual SEPs for subprojects ~~where appropriate~~. Those stakeholders potentially at risk or impacted by subprojects must also be consulted to effectively assess the possible significant and/or cumulative effects of such projects.<sup>13</sup>

### ***Meaningful Consultation***

18. The need for and nature of any specific consultation will be determined on the basis of the stakeholder identification and analysis. Where project-affected communities may be subject to significant adverse potential risks and impacts from a project, the Borrower will undertake a process of meaningful consultation in a manner that provides stakeholders with opportunities to express their views on project risks, impacts, and mitigation measures, and allows the Borrower to consider and respond to them. Meaningful consultation will be carried out on an ongoing basis as the nature of issues, impacts and opportunities evolves. The Borrower will maintain adequately documented evidence of stakeholder engagement.

19. The consultation process with project-affected communities or stakeholders will be undertaken in a manner that is inclusive, ~~and~~ culturally appropriate, and age appropriate and which represents the views and specific needs of various groups as identified in the SEP and of which the Borrower is made aware during the implementation of the SEP. ~~Where appropriate, The consultation will also include stakeholders, beyond the project-affected communities, whether identified by the Borrower or self identified by the stakeholder themselves or a representative group or organization, any groups or individuals who have been identified as other stakeholders.~~ Meaningful consultation is a two-way process that will:

- (a) Begin early in the process of identification of environmental and social risks and impacts with extra attention to the potential for any risks and impacts disproportionately on disadvantaged or vulnerable groups and continue on an ongoing basis as risks and impacts arise;
- (b) Be based on the ~~prior~~ disclosure and dissemination of all relevant, transparent, objective, meaningful and easily accessible information which is in a culturally appropriate local language(s) and format and is understandable to project-affected communities (see paragraphs 2, 6, and 10), ensuring at least two weeks in advance of the consultation;
- (c) Incorporate feedback, where appropriate;
- (d) Focus inclusive engagement on project-affected communities;
- (e) Be free of external manipulation, interference, coercion, or intimidation;
- (f) Enable meaningful participation, ~~where applicable~~; and
- (g) Be documented by the Borrower and shared with those participating in the consultation to ensure information was accurately captured.

20. The Borrower will tailor its consultation process to any specific language preferences of the project-affected communities, their decision-making process, and the needs of disadvantaged or vulnerable groups (see paragraph 2). The Borrower will inform those who have participated in the public consultation process in a timely manner of the final decision on the project, associated environmental and social

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<sup>13</sup> See ESS1, Annex 2, for definitions of significant and cumulative.

## **ESS10. Information Disclosure and Stakeholder Engagement**

mitigation measures<sup>14</sup> and any benefits of the project for the local communities, along with reasons and considerations on which the decision is based, and the grievance or complaint mechanism or process available.

### **C. Engagement during Project Implementation and External Reporting**

21. The Borrower will provide ongoing information to the project-affected communities addressing all stakeholders, appropriate to the nature of the project and its potentially environmental and social risks and impacts, ~~and the level of public interest throughout the life of the project~~. Additional information may need to be disclosed at key stages in the project cycle, for example prior to start-up of operations, and on any specific issues that the disclosure and consultation process or grievance mechanism have identified as of concern to the project-affected communities. This ongoing engagement will build upon the channels of communication and engagement established during the stakeholder engagement carried out as part of the environmental and social assessment process and reviewed periodically. Borrowers will be expected to use appropriate stakeholder engagement practices to disclose information and receive feedback on the effectiveness of the project and the implementation of the mitigation measures in the UAIP and ESCP as well as the project-affected communities' ongoing interests and concerns about the project. ~~Where appropriate, other stakeholders will also be included in the ongoing engagement.~~

22. If there are material changes to the project that result in additional risks and impacts of concern to the project-affected communities, all stakeholders will participate in meaningful consultations with the Borrower to develop an updated ESCP that will be disclosed to the community which will include will inform them how these risks and impacts are being addressed and disclosed ~~an updated ESCP in accordance with the SEP~~. For any measures associated with the UAIP affecting the disadvantaged and vulnerable groups the Borrower must demonstrate adequate capacity, experience, and expertise, including the use of independent external expertise, to make the determination and recommendation regarding such adaptive management project changes. The SEP will be reevaluated and updated to account for the additional risk.

### **D. Grievance Redress<sup>15 6</sup>**

23. The Borrower will respond to concerns of all stakeholders of the project-affected communities related to the project in a timely manner. For this purpose, the Borrower will provide a grievance mechanism, process or procedure to receive and facilitate resolution of stakeholders' concerns and grievances regarding the Borrower's environmental and social performance. The grievance mechanism will be scaled to the risks and potential adverse impacts of the project. Where possible, such grievance mechanism will utilize existing formal or informal grievance mechanisms suitable for project purposes, supplemented as needed with project-specific arrangements. Further requirements on grievance mechanisms are set out in Annex 1.

(a) The grievance mechanism, process or procedure is expected to address concerns promptly and effectively, in a transparent manner that is culturally appropriate and readily accessible to all segments of the project-affected communities<sup>16</sup>, at no cost and without retribution. The mechanism, process or procedure will not prevent access to judicial or administrative remedies. The Borrower will inform the project-affected communities about the grievance process in the

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<sup>14</sup> The mitigation measures and actions will be in accordance with the "mitigation hierarchy" established and defined under ESS1, Objectives and paragraph 25, and further discussed in the UAIP, Annex 2.

<sup>15 6</sup> The grievance mechanism to be provided under this ESS may be utilized as the grievance mechanism required under other ESSs (see ESSs 4, 5 and 7). However, the grievance mechanism for project workers required under ESS2 needs to be provided separately.

<sup>16</sup> See paragraph 6 of this ESS.

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course of its community engagement activities, and will make publicly available a record documenting the responses to all grievances received; and

(b) Handling of grievances will be done in a culturally appropriate manner and be discreet, objective, sensitive and responsive to the needs and concerns of the project-affected communities. Where there is threat of reprisal, the mechanism will also allow for anonymous complaints to be raised and addressed.

### **E. Organizational Capacity and Commitment**

24. The Borrower will define clear roles, responsibilities and authority as well as designate specific personnel to be responsible for the implementation and monitoring of stakeholder engagement activities and compliance with this ESS.

## **ESS10. Information Disclosure and Stakeholder Engagement**

### **ESS10 – ANNEX 1. GRIEVANCE MECHANISM**

*[to include further requirements, as appropriate]*

1. The scope, scale and type of grievance redress mechanism, process or procedure required will be proportional to the nature and scale of the project's risks and potential adverse impacts.

#### 2. The grievance process is to be:

- (a) **Accessible** – The freedom and ability of all stakeholders, especially disadvantaged and vulnerable individuals or groups, to participate in a meaningful to person-to-person and person-to-community way. Accessibility ensures disadvantaged and vulnerable people are given the same opportunity as any other citizen to access shared experiences and environmental surroundings with groups, neighborhoods, and communities. For persons with disabilities accessibility is more a function of social and environmental design to remove barriers to participation on an equal basis to others for all aspects of the stakeholder engagement, consultations, and grievance processes. It is creating access to the built environment, infrastructure, transportation, information and communications, and other facilities and services open or provided to the public. The communication process should offer information that assures it is available through multiple forms and facilities accessible to the greatest number of people interested or possibly affected by a project, with specific attention given to the disadvantaged and vulnerable. Accessibility should respect diversity and dignity of all peoples and use measures as appropriate such as accepted local language, culturally sensitive, and for persons with disabilities through appropriate means as Braille, tactile communication, large print, audio, plain-language, human-reader, internet technology, and other usable electronic media technology.
- (b) **Inclusive** – This means empowering all stakeholders to participate in, and benefit from, the disclosure and stakeholder engagement process. Inclusive encompasses promoting equality of opportunity to mainstream disadvantaged and vulnerable people into the stakeholder engagement, consultation, and grievance processes equal to any other community member. The inclusion of all people, especially disadvantaged, vulnerable, and persons with disabilities, works hand-in-hand with accessibility to informational and interactive resources created under (a) and other parts of ESS10. It uses the removal of social and environmental barriers against those who are often excluded, such as women, children, youth, persons with disabilities, and minorities, or individuals and groups defined by ethnicity, social and civic status, sexual orientation, gender identity, or indigenous status; and, ensures that their voices and concerns are heard and responded to through effective means of disclosure, consultation, communication, and grievance processes.

#### 3. 2- The grievance redress mechanism, process or procedure will include the following elements:

- (a) An array of **accessible and inclusive** modes by which users can submit their complaints, including, but not limited to, submissions in person, by phone, text message, mail, email or web site;
- (b) A log where complaints are registered in writing, maintained as a database **that is accessible**;
- (c) **Accessible** publicly advertised service standards outlining the length of time users can expect to wait for acknowledgement, response and resolution of their complaints;
- (d) Transparency about the grievance procedure, **including any appeals process** governing structure and decision makers;

## **ESS10. Information Disclosure and Stakeholder Engagement**

(e) An option for moving to a mediation process that is held to the same standards of accessibility, inclusiveness, and transparency as the grievance process described here, in cases where complainants are not satisfied with the proposed resolution and as appropriate; and

(f) An appeals process (that may include the national judiciary if it holds to equivalent standards of accessibility, inclusiveness, and transparency, applicable to the grievance process described here including the national judiciary) to which unsatisfied complainants may be referred when an agreed resolution by other means has not been reached.

## Endorsing Organizations

1. Afghan Landmine Survivors Organization (ALSO)	Afghanistan
2. Algerian Federation of Persons with Disabilities	Algeria
3. Associacao Nacional De Deficientes Angolanos (ANDA)	Angola
4. "Disabilityinfo" information NGO	Armenia
5. The Union of Legal Entities "National Disability Advocacy Coalition"	Armenia
6. Australian Federation of Disability Organisations	Australia
7. Deaf Australia	Australia
8. First Peoples Disability Network (FPDN) formely known as Aboriginal Disability Network	Australia
9. International Council for Education for People with Visual Impairment (ICEVI)	Australia
10. Motivation Australia Development Organisation	Australia
11. Rights Inclusion Australia	Australia
12. World Blind Union - Asia Pacific (WBU-AP), Pacific Oceania Sub - Region	Australia
13. Disabled Persons Organization	Bahamas
14. Access Bangladesh Foundation	Bangladesh
15. ADD Bangladesh	Bangladesh
16. Adibashi Protibandhi Kallan Samithy	Bangladesh
17. Agropothik Protibandhi Unnayan Sangstha	Bangladesh
18. Baisakanda Protibandhi Unnayan Sangstha	Bangladesh
19. Bandhan Samaj Unnayan Sangstha (BSUS)	Bangladesh
20. Bangladesh Equality Society (BES)	Bangladesh
21. Bangladesh Legal Aid Service Trust (BLAST)	Bangladesh
22. Bangladesh Protibandhi Unnion Sangstha (BPUS)	Bangladesh
23. Bangladesh Society for the Change and Advocacy Nexus (B-SCAN)	Bangladesh
24. Caritas Bangladesh	Bangladesh
25. CCH-Mymensing	Bangladesh
26. Chittagong Society for the Disabled	Bangladesh
27. Choto Tara Samajkalan Sangstha	Bangladesh
28. Coastal Development Organization for Women (CDOW)	Bangladesh
29. Coastal DPO Alliance (CDA)	Bangladesh
30. Dhamrai Protibandhi Unnayan Sangstha	Bangladesh
31. Disable Child Foundation	Bangladesh
32. Dishary Protibandhi Sangstha (DPS)	Bangladesh
33. Dristy Sangstha	Bangladesh
34. Federation of DPOs Sitakund	Bangladesh
35. Foundation of the Differently Abled (FDA)	Bangladesh
36. IDCEP	Bangladesh
37. Jadabpur Protibandhi Unnayan Sangstha	Bangladesh
38. Jatiyo Trinomul Protibandhi Sangstha (NGDO)	Bangladesh
39. Kalpana Protibandhi Unnayan Shongtha (KPUS)	Bangladesh

40. Karapara Nari Kalyan Shangstha (KNKS)	Bangladesh
41. Khoksa Protibondhi Kallan Sangstha	Bangladesh
42. LCDB Bangladesh	Bangladesh
43. Leprosy Mission International	Bangladesh
44. Nannar Protibandhi Unnayan Sangstha	Bangladesh
45. Narayangong Sadar Upazilla Protibandhi Unnayan Parishad	Bangladesh
46. National Council of Disabled Women (NCDW)	Bangladesh
47. NOWZUWAN	Bangladesh
48. Panchari Upojela Protibondhi Kallyan Shongho	Bangladesh
49. Parbatty Pratibondi Kalyan Sangsta (PPKS)	Bangladesh
50. Physically Challenge Development Foundation	Bangladesh
51. Poverty Alleviation And Social Development Organization (PAASDO)	Bangladesh
52. Progoti Protibondhi Unnoyan Sangstha (PPUS)	Bangladesh
53. Protibandhi Hawkers unnayan Society	Bangladesh
54. Protibandhi Kallyan Songstha (Prokas)	Bangladesh
55. Protibandi Sechchasebi Society (PSS)	Bangladesh
56. Protibondhi Community Centre (PCC)	Bangladesh
57. Protibondhi Nagorik Shangathaner Parishad (PNSP)	Bangladesh
58. Protibondhi Unnayan Sangstha Hobigang	Bangladesh
59. Protik Mohila O Sheshu Sangstha	Bangladesh
60. Rehabilitation Center of the Disabled (RCD)	Bangladesh
61. SATHI	Bangladesh
62. Savar Protibandhi Unnayan Sangstha	Bangladesh
63. SEBA	Bangladesh
64. SEID Trust	Bangladesh
65. Shamadhan Sangstha	Bangladesh
66. Society for Unique Capable Citizens (SUCC)	Bangladesh
67. Society of the Deaf and Sign Language users (SDSL)	Bangladesh
68. Spinal Cord Injuries' Development Association Bangladesh (SCIDAB)	Bangladesh
69. Surma Andha Kallyan Samity	Bangladesh
70. Turning Point Foundation	Bangladesh
71. UDDOG	Bangladesh
72. Village Initiative For Empowerment of Women (VIEW)	Bangladesh
73. Women with Disabilities Development Foundation (WDDF)	Bangladesh
74. Young Power in Social Action	Bangladesh
75. Fédération des Associations des Personnes handicapées du Bénin (FAPHB)	Benin
76. Disabled Persons' Association of Bhutan (DPAB)	Bhutan
77. Association of paraplegics, persons with polio and other physical disabilities of Dobo Region	Bosnia and Herzegovina
78. Union des Personnes Handicapées du Burundi (UPHB)	Burundi
79. Cambodian Disabled People's Organisation (CDPO)	Cambodia
80. Cook Islands National Disability Council (CINDC)	Cook Islands



81. Czech National Disability Council	Czech Republic
82. Dominica Association of Persons with Disabilities	Dominica
83. Association of 7 million Handicapped	Egypt
84. Pohnpei Consumer Organization of and for Persons living with disabilities and their families in Pohnpei and around the Federated State of Micronesia	Federated States of Micronesia
85. Fiji Association of the Deaf (FAD)	Fiji
86. Fiji Disabled People's Federation (FDPF)	Fiji
87. Psychiatric Survivors Association (PSA)	Fiji
88. Spinal Injury Association Of Fiji (SIA)	Fiji
89. United Blind Persons of Fiji (UBP)	Fiji
90. Pohnpei Consumer Organization (PCO)	FSM
91. Gambia Federation of the Disabled	Gambia
92. ISL Germany (Interessenvertretung selbstbestimmt Leben in Deutschland e.V.)	Germany
93. Guyana Blindcricket Association	Guyana
94. Guyana Council of Organisations for Persons with Disabilities	Guyana
95. Guyana Society for the Blind	Guyana
96. Young Voices Guyana	Guyana
97. Action for Ability Development and Inclusion (AADI)	India
98. Gerakan Peduli Disabilitas Dan Lepra Indonesia (GPDLI)	Indonesia
99. People Affected by Leprosy	Indonesia
100. ADD International	International
101. Disabled People's International Arab Regional Office	International
102. Disabled People's International (DPI)	International
103. Inclusion International	International
104. International Disability Alliance (IDA)	International
105. International Disability and Development Consortium (IDDC)	International
106. Light for the World Confederation	International
107. Pacific Disability Forum	International
108. Association of Iraqis with Disabilities in Dhi Qar	Iraq
109. Association of the Blind in Dhi Qar	Iraq
110. Committee for Building Capacity and Empowerment - Society of Little People in Dhi Qar	Iraq
111. Committee for International Cooperation, Partnership and Inclusive Development - Society of Little People in Dhi Qar	Iraq
112. Committee for Monitoring, Information and Research - Society of Little People in Dhi Qar	Iraq
113. Communications and Media Committee - Society of Little People in Dhi Qar	Iraq
114. Disability, Poverty and Conflict Committee - Society of Little People in Dhi Qar	Iraq
115. Equality and Protection Committee - Society of Little People in Dhi Qar	Iraq
116. Iraqi Association for Short Statured People in Baghdad (Qassier Association)	Iraq
117. Society of Little People in Dhi Qar	Iraq

118. Spcecial Rights Committee - Society of Little People in Dhi Qar	Iraq
119. Federations of Associations for Social Promotion of Disabled	Ivory Coast
120. Combined Disabilities Association (CDA)	Jamaica
121. Development and Rights Center	Jordan
122. Equality for People with Disabilities Charity Association	Jordan
123. United Disabled Persons of Kenya (UDPK)	Kenya
124. Association of Women with Disabilities "Shyrak"; Central Asian Disability Forum	Khazakastan
125. Kiribati Red Cross Society	Kiribati
126. Te Toa Matoa (TTM)	Kiribati
127. The Association of parents of disabled - children (APDC), Bishkek City	Kyrgyztan
128. Lao Disabled People's Association (LDPA)	Laos
129. Association of Blind People	Lebanon
130. Association of Lebanese Friends of those with Multiple Sclerosis	Lebanon
131. Dareb Al Wafaa Association for the Disabled	Lebanon
132. Lebanese Association for Down Syndrome	Lebanon
133. Lebanese Physical Handicapped Union	Lebanon
134. Potentials Association	Lebanon
135. Teaching Center for the Deaf	Lebanon
136. Youth Friendship Club	Lebanon
137. Youth Association for the Blind	Lebanon
138. Lesotho National Federation of Organizations of the Disabled (LNFOD)	Lesotho
139. National Union Of Disabled (NUOD)	Liberia
140. Libyan Organization for the Rights of People with Disabilities	Libya
141. Polio Plus – movement against disability from Macedonia	Macedonia
142. Maldives Association of Physical Disables	Maldives
143. Breaking Limits	Malta
144. Joseph Camilleri (Individual)	Malta
145. Marshall Islands Disable Person Organization (RMI DPO)	Marshall Islands
146. Association for the Inclusion and Rehabilitation of Blind People	Mauritania
147. Association to save the victims of Leprosy	Mauritania
148. Basic Rehabilitation Committee for Persons with Disabilities	Mauritania
149. Blind Youth Association	Mauritania
150. FEMANPH and PAFOD	Mauritania
151. Health Association to Promote the Disabled	Mauritania
152. Mauritanian Association for the coalition of Women with Disabilities	Mauritania
153. Mauritanian Organization for the Disabled certificates holders	Mauritania
154. Rescue the Disabled Association	Mauritania
155. Will and Development (Irada Wal Tanmia) Network for Disabled People in Mauritania	Mauritania
156. Confederación Mexicana de Limitados Físicos y Representantes de Deficientes Mentales a.c.	Mexico
157. Association for Challenging Disability	Morocco

158. Dove Society	Morocco
159. Moroccan Union for the Organizations of the Rights of Persons with Disabilities	Morocco
160. National Federation for the Deaf in Morocco	Morocco
161. Network for Disabled People's Rights in South East Morocco Beni Tajjite	Morocco
162. Organization for Alternatives for the Blind and Low Vision	Morocco
163. The Leprosy Mission Myanmar	Myanmar
164. Nauru Persons with Disability Organisation (NPDO) formerly known as Nauru Disabled Persons Association	Nauru
165. Disability Human Rights Promotion Society	Nepal
166. National Federation of the Disabled Nepal (NFDN)	Nepal
167. Collectif Handicap	New Caledonia
168. Akamarama Advocacy	New Zealand
169. Deaf Aotearoa NZ	New Zealand
170. Disabled Persons Assembly (New Zealand) Incorporated (DPA New Zealand)	New Zealand
171. Vision Pacific Charitable Trust	New Zealand
172. Organización de Revolucionarios Discapacitados (ORD)	Nicaragua
173. DPI Niger	Niger
174. FNPH	Niger
175. Niger Deaf Association	Niger
176. Joint National Association Of Person With Disabilities (JONAPWD)	Nigeria
177. Niue Tolomaki Auloa Association (NTAA)	Niue
178. Plan Norway	Norway
179. Oman Paralympic Committee	Oman
180. Pakistan Disable People's International (PDPI) / Estanara Group	Pakistan
181. Omekasang Association	Palau
182. Committee for Building Capacity and Empowerment	Palestine
183. Committee for Campaign Asks, Legislation and Policies	Palestine
184. Committee for International Cooperation, Partnership and Inclusive Development	Palestine
185. Committee for Monitoring, Information and Research	Palestine
186. Communications and Media Committee	Palestine
187. Disability and Poverty Committee	Palestine
188. Equality and Protection Committee	Palestine
189. General Palestinian Union for Persons with Disabilities	Palestine
190. Special Rights Committee	Palestine
191. National Union of the Blind	Panama
192. PNG Assembly of Disabled Persons	Papua New Guinea
193. Confederación Nacional de Personas con Discapacidad del Perú (CONFENADIP)	Peru
194. Sociedad Peruana de Síndrome Down– SPDS	Peru
195. Sociedad y Discapacidad – SODIS	Peru

196. Center for Advocacy, Learning and Livelihood (CALL) Foundation of the Blind Inc.	Philippines
197. Government Union for the Integration of Differently-Abled Employees or GUIDE	Philippines
198. Nationwide Organization of Visually-Impaired Empowered Ladies (NOVEL)	Philippines
199. PNG National Assembly of Disabled Persons, (PNG - NADP)	PNG
200. Union of Disabled People Organizations (UDPO)	Republic of Azerbaijan
201. Centrul de Asistență Juridică pentru Persoanele cu Dizabilități (Center of Legal Assistance for Disabled People)	Republic of Moldova
202. Dizabnet	Romania
203. ONPHR	Romania
204. All-Russia Organization for People with Disabilities	Russia
205. Nuanua O Le Alofa (NOLA)	Samoa
206. Nacionalne organizacije osoba sa invaliditetom Srbije (NOOIS)	Serbia
207. YHD	Slovenia
208. Youth Handicapped Deprivilged Association	Slovenia
209. People With Disabilities, Solomon Islands (PWDSI)	Solomon Islands
210. Somali Disability Empowerment Network (SODEN)	Somali
211. Disabled People South Africa	South Africa
212. South Sudan Association of the Visually Impaired (SSAVI)	South Sudan
213. Cerebral Palsy Lanka Foundation	Sri Lanka
214. Wheels in Motion	Sri Lanka
215. National Council of and for Persons with Disabilities (NCPD)	St. Lucia
216. ADD Sudan	Sudan
217. Cultural Forum for Special Needs in Syria	Syria
218. Horizons' Soul (Afaq Al Rooh) Association for Disabled Women and Mothers of Disabled Children	Syria
219. HUMA MERO Association	Tahiti
220. Comprehensive Community Based Rehabilitation in Tanzania (CCBRT)	Tanzania
221. Tanzania Federation of Disabled People Organisation (SHIVYAWATA)	Tanzania
222. Tanzania Joy Woman Entrepreneurship for Deaf (T.J.E.D)	Tanzania
223. Naunau O' E' Alamaite, Tonga Association (NATA)	Tonga
224. Disability Advocate	Trinidad and Tobago
225. Tunisian Organization for the Defense of Persons with Disabilities	Tunisia
226. Türkiye Özürlüler Eğitim ve Dayanışma Vakfı	Turkey
227. Fusi Alofa Association Tuvalu (FAAT)	Tuvalu
228. National Union of Disabled Persons of Uganda (NUDIPU)	Uganda
229. Kherson city public organization of persons with disabilities "initiative to protect public rights of disabled persons" in conjunction with the National Assembly of the Disabled of Ukraine	Ukraine
230. Bank Information Center (BIC)	United States
231. United States International Council on Disabilities (USICD)	United States
232. Disability Promotion & Advocacy Association (DPAA Vanuatu)	Vanuatu

233. Hanoi Association of People with Disabilities	Vietnam
234. Club Handisport de Futuna	Wallis & Futuna
235. Saeeda Organization for the Caring and Rehabilitation of Deaf Girls	Yemen