



**REPUBLIC OF KENYA**  
**THE NATIONAL TREASURY**

**Financing Locally-Led Climate Action Program (IPF Components)**  
**(P173065)**

**Negotiated**  
**Environmental and Social Commitment Plan**

**February 4, 2026**

## ENVIRONMENTAL & SOCIAL COMMITMENT PLAN FOR FINANCING LOCALLY-LED CLIMATE ACTION PROGRAM

1. The Republic of Kenya (the **Recipient**) shall implement the IPF component of the Financing Locally-Led Climate Action Climate Action Program (the **Project**), with the involvement of The National Treasury as set out in the Original Financing Agreement, Grant Agreement, and the Additional Financing Agreement (collectively, “Agreements”). The International Development Association (hereinafter the “Association”) has agreed to provide the financings for the Project as set out in the referred Agreements. This ESCP supersedes previous versions of the ESCP for the Project and shall apply to both the original and additional financing for the Project referred to above.
2. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards (**ESSs**) and this Environmental and Social Commitment Plan (ESCP), in a manner acceptable to the Association. The ESCP is a part of the Agreements. Unless otherwise defined in this ESCP, capitalized terms used in this ESCP have the meanings ascribed to them in the Agreements.
3. Without limitation to the foregoing, this ESCP sets out material measures and actions that the Recipient shall carry out or cause to be carried out, including, as applicable, the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and grievance management. The ESCP also sets out the environmental and social (E&S) instruments that shall be adopted and implemented under the Project, all of which shall be subject to prior consultation and disclosure, consistent with the ESS, and in form and substance, and in a manner acceptable to the Association. Once adopted, said E&S instruments may be revised from time to time with prior written agreement by the Association.
4. As agreed by the Association and the Recipient, this ESCP will be revised from time to time if necessary, during Project implementation, to reflect adaptive management of Project changes and unforeseen circumstances or in response to Project performance. In such circumstances, the Recipient through the Principal Secretary of The National Treasury and the Association agree to update the ESCP to reflect these changes through an exchange of letters signed between the Association and the Recipient’s Principal Secretary of The National Treasury. The Recipient shall promptly disclose the updated ESCP.

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
<b>Monitoring and Reporting</b>			
A	<b>REGULAR REPORTING:</b> Prepare and submit to the Association regular monitoring progress reports on the environmental, social, health and safety (ESHS) performance of the Project, including but not limited to, the implementation of the ESCP, status of preparation and implementation of E&S documents required under the ESCP, stakeholder engagement activities, and the functioning of the grievance mechanism.	Quarterly and Annually throughout the Project Implementation Period	The National Treasury
B	<b>INCIDENTS AND ACCIDENTS:</b> Promptly notify the Association of any incident or accident related to the Occupational Health and Safety (OHS), Gender Based Violence including Sexual Harassment. Project which has, or is likely to have, a significant adverse effect on the Occupational Health and Safety (OHS), the public or Consultants <i>including</i> child abuse, gender-based violence under the Project. Provide sufficient detail regarding the incident or accident, indicating immediate measures taken or that are planned to be taken to address it, and any information provided by any Project staff or Consultants, as appropriate. Subsequently, as per the Association's request, prepare a report on the incident or accident and propose any measures to prevent its recurrence.	Notification of the Association within 48 hours.  Root-cause analysis, as relevant, after the Association's request for such an analysis, along with measures to prevent recurrence to be provided within fifteen days.	The National Treasury
<b>ESS1 Assessment and Management of Environmental and Social Risks and Impacts</b>			
1.1	<b>ORGANIZATIONAL STRUCTURE:</b> Overall Coordination of the Project will be by the National Treasury and its counterparts in the respective Ministries and the Council of Governors.  For the IPF components the NT shall maintain an organizational structure with qualified staff and resources to support management of environment and social risks; including expedite the hiring and deployment of qualified and experienced Environmental Specialist (1) and Social Safeguards Specialist (1) to support the NPIU on this operation.	The NPIU shall be fully established before disbursement for the relevant components and maintained throughout project implementation.  The Social Safeguards Specialist and Environment Specialist shall be hired /deployed as condition of disbursement of the Program	The National Treasury
1.2	<b>ENVIRONMENTAL AND SOCIAL ASSESSMENT/ MANAGEMENT PLANS AND INSTRUMENTS</b>  i. <b>Technical Assistance:</b> ensure that terms of reference for studies, advisory services and the outputs of any technical assistance provided under the Project are prepared and/or delivered in a manner acceptable to the Association and duly incorporate and take into consideration the requirements of the Environmental and Social Standards.	i. Throughout project implementation	The National Treasury

	<p>ii. Assess any unforeseen impacts, including those identified via the Grievance Redress Mechanism (GRM), and implement respective corrective measures, including compensation, where appropriate.</p>	<p>ii. Throughout project implementation.</p>	
<p><b>ESS2 Labor and Working Conditions</b></p>			
2.1	<p><b>LABOR MANAGEMENT PROCEDURES:</b></p> <p>The Project shall be carried out in accordance with the applicable requirements of national law and ESS2, in a manner acceptable to the Association, including through, inter alia, implementing adequate occupational health and safety measures, ensuring adequate terms and conditions and nondiscrimination/equal opportunity, and training of government civil servants and Consultants, establishing grievance mechanisms, to enable workers to raise project workplace-related concerns, including sexual harassment, for Project workers. , signing a code of conduct noted under [2.2].and incorporating labor requirements into the bidding and contract documents for any TA and studies to be carried out. Government civil servants seconded to the project will remain subject to the terms and conditions of their existing employment agreement/arrangement with their home agency provided that ESS2 paras 17-20 (Protecting the Workforce) and 24-30 (Occupational Health and Safety) will apply to such workers.</p> <p>As a measure to ensure adherence of workers who sign the code of conduct, a training will be conducted at the time of signing (before appraisal) and monitoring will be conducted regularly by a WB GBV expert.</p> <p>The LMP was prepared in November 2020 and will be updated on a yearly basis or more often if needed.</p>	<p>Throughout project implementation</p>	<p>The National Treasury</p>
2.2	<p>The Recipient shall ensure a non-discriminatory, decent work environment in line with national law and ESS2; including ensuring that government civil servants and Consultants adhere to the professional code of conduct developed as part of the LMP.</p>	<p>Throughout project implementation</p>	<p>The National Treasury</p>
2.3	<p>The Recipient shall establish a system adequate to prevent and address Sexual Harassment in the workforce, including the integration of provisions into the code of conduct noted under [2.2].</p>	<p>Throughout project implementation</p>	<p>The National Treasury</p>

2.4	<p><b>OCCUPATIONAL HEALTH AND SAFETY (OHS) MEASURES:</b> The Recipient shall prepare and implement adequate occupational health and safety measures for government staff and Consultant in line with national law and ESS2 requirements set out in the LMP proportional to the different activities under the Project.</p> <p>Prevention of HIV/AIDS and COVID-19 will be carried out by awareness raising during capacity building sessions for the SRM Unit and other implementing entities, E.g. CDD, COG, MoW, MOA and by adhering to national, WHO and World Bank guidelines on prevention of COVID-19, respectively.</p>	Throughout project implementation	The National Treasury
2.5	<p><b>GRIEVANCE MANAGEMENT :</b> In line with ESS2 paragraphs 21-23 of ESS2, the Project shall establish a labor grievance mechanism for all direct workers and contracted workers and assign focal points to address these grievances within NT, participating Ministries and departments. Government civil servants engaged in relation to the project will have access to the grievance avenues under their existing employment agreements/arrangements.</p>	Throughout project implementation	The National Treasury
<b>ESS3 Resource Efficiency and Pollution Prevention and Management</b>			
3.1	Not relevant for this Project		
<b>ESS4 Community Health and Safety</b>			
4.1	Not relevant for this Project		
<b>ESS5 Land Acquisition, Restrictions on Land Use and Involuntary Resettlement</b>			
5.1	Not relevant for this Project		
<b>ESS6 Biodiversity Conservation and Sustainable Management of Living Natural Resources</b>			
6.1	Not relevant for this Project		
<b>ESS7 Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities</b>			
7.1	<p>The activities under the IPF component will focus on building systems within to identify and mitigate potential negative impacts and ensure inclusion of all relevant vulnerable groups including those identified as IPSSAHUTLC according to ESS7 and as marginalized communities (Art. 56) by the Kenyan Constitution.</p> <p>The SEP specifies the meaningful consultation of IPs during the validation of the SRM Framework.</p>	At relevant disclosure milestones throughout the project	The National Treasury
<b>ESS8 Cultural Heritage</b>			
8.1	Not relevant for this Project		
<b>ESS9 Financial Intermediaries</b>			
9.1	Not relevant for this Project		
<b>ESS10 Stakeholder Engagement and Information Disclosure</b>			

10.1	<b>STAKEHOLDER ENGAGEMENT PLAN:</b> The Project shall implement a Stakeholder Engagement Plan (SEP) consistent with ESS10, in a manner acceptable to the Association.	Throughout project implementation	The National Treasury
10.2	<b>UPDATE SEP:</b> The Recipient has prepared the SEP prior to project appraisal, defining further details on the operational steps consistent with ESS10, in a manner acceptable to the Association. The SEP will be updated and monitored during each supervision mission.	Throughout project implementation	The National Treasury
10.3	<b>STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE:</b> Implement the SEP(s) consistent with ESS10, including the use of different, culturally appropriate communication approaches to ensure communication also with the most vulnerable, including illiterate and people with disabilities.	Throughout Project implementation	The National Treasury
10.4	<b>GRIEVANCE MECHANISM:</b> Accessible grievance arrangements shall be made publicly available to receive and facilitate timely resolution of concerns and grievances in relation to the Project, consistent with ESS10, in a manner acceptable to the Association, at a minimum as part of the reporting under action A of this ESCP.	Throughout Project implementation	The National Treasury
<b>Capacity Building</b>			
11.1	<b>Capacity Support:</b> There will be training and capacity building on environmental and social risks management for the NPIU staff and other staff involved on the Project on the EES1-10, the training will include GRM, SEA/GBV, code of conduct, OHS and Stakeholder Engagement.	Throughout Project implementation	The National Treasury