

**Republic of Türkiye
Türkiye Earthquake Recovery and
Reconstruction and Additional Financing Project
(P180849)**

DRAFT

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

April 6, 2026

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

1. The Republic of Türkiye (Borrower) is implementing the Türkiye Earthquake Recovery and Reconstruction Project (Project), with the involvement of the İller Bankası Anonim Şirketi (ILBANK), the Ministry of Health (MoH) and the Ministry of Environment, Urbanization and Climate Change (MoEUCC) (each an Implementing Agency and collectively, Implementing Agencies) as set out in the Loan Agreement. The International Bank for Reconstruction and Development (Bank) has agreed to provide a second additional financing for the Project as set out in the Second Additional Financing Agreement. The Borrower will implement the Second Additional Financing Agreement (Parts 3 and 4.c) with the involvement of MoEUCC in terms set out in said Agreement. This ESCP supersedes previous versions of the ESCP for the Project and shall apply both to the original Loan Agreement, the First Additional Financing for the Project, and the Second Additional Financing for the Project referred to above.
2. The Borrower, through ILBANK, MoH and MoEUCC, 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 Bank. The ESCP is a part of the Loan Agreements. Unless otherwise defined in this ESCP, capitalized terms used in this ESCP have the meanings ascribed to them in the referred Agreements.
3. Without limitation to the foregoing, this ESCP sets out material measures and actions that the Borrower, through ILBANK, MoH and MoEUCC, 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 Bank. Once adopted, said environmental and social (E&S) instruments may be revised from time to time with prior written agreement by the Bank. As provided for under the referred Agreements, the Borrower shall ensure that there are sufficient funds available to cover the costs of implementing the ESCP.
4. As agreed by the Bank and the Borrower, through ILBANK, MoH and MoEUCC, 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 Borrower, through ILBANK, MoH and MoEUCC, and the Bank agree to update the ESCP to reflect these changes through an exchange of letters signed between the Bank and the Borrower, the Head of the International Relations Department of ILBANK, the Vice Minister of Health, and the Director General of Construction Affairs in MoEUCC, copied to Ministry of Treasury and Finance. The Borrower through ILBANK, MoH and MoEUCC shall promptly disclose the updated ESCP.

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
MONITORING AND REPORTING			
A	<p>REGULAR REPORTING</p> <p>Prepare and submit to the Bank regular monitoring 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 instruments required under the ESCP, stakeholder engagement activities, and functioning of the grievance mechanism(s) and capacity building activities.</p>	<p>Submit six-monthly reports to the Bank throughout Project implementation, commencing six (6) months after the Effective Date of the Original Loan Agreement. Submit each report to the Bank by no later than thirty (30) days after the end of each reporting period.</p>	<p>ILBANK Project Implementation Unit (ILBANK PIU) for Parts 1 and 4(a) of the Project.</p> <p>MoH Project Management Support Unit (MoH PMSU) for Parts 2 and 4(b) of the Project.</p> <p>MoEUCC Project Implementation Unit (MoEUCC PIU) for Parts 3 and 4(c) of the Project.</p>
B	<p>INCIDENTS AND ACCIDENTS</p> <p>Promptly notify the Bank of any incident or accident related to the Project that has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, <i>inter alia</i>, cases of sexual exploitation and abuse (SEA), sexual harassment (SH), and accidents that result in death, or serious or multiple injuries. Provide sufficient detail regarding the scope, severity, and possible causes of the incident or accident, indicating immediate measures taken or that are planned to be taken to address it, and any information provided by any contractor and/or supervising firm, as appropriate.</p> <p>Subsequently, at the Bank’s request, prepare a report on the incident or accident and propose any measures to address it and prevent its recurrence. This report shall include root cause analysis, precautions and compensation measures taken.</p>	<p>Notify the Bank by no later than 48 hours after learning of the incident or accident.</p> <p>Prepare and submit the incident reports to the Bank no later than thirty (30) days following the incident or accident. .</p>	<p>ILBANK PIU for Parts 1 and 4(a) of the Project.</p> <p>MoH PMSU for Parts 2 and 4(b) of the Project.</p> <p>MoEUCC PIU for Parts 3 and 4(c) of the Project.</p>
C	<p>CONTRACTORS’ MONTHLY REPORTS</p> <p>Require contractors and supervising firms to provide monthly monitoring reports on ESHS performance in accordance with the metrics specified in the respective bidding documents and contracts, and submit such reports to the Bank.</p>	<p>Submit the monthly reports to the Bank as annexes to the reports to be submitted under action A above.</p>	<p>ILBANK PIU for Part 1 of the Project.</p> <p>MoH PMSU for Part 2 of the Project.</p>

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY
		MoEUCC PIU for Part 3 of the Project.
ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS		
<p>1.1 ORGANIZATIONAL STRUCTURE</p> <p>a. Establish and maintain: (a) a Project Implementation Unit (PIU) under ILBANK (ILBANK PIU); (b) a Project Implementation Unit under MoEUCC (MoEUCC PIU); maintain and reinforce the Project Management Support Unit (PMSU) under MoH (MoH PMSU).</p> <p>b. Both PIUs and the PMSU each shall be provided with qualified staff and resources to support the management of ESHS risks and impacts of their Respective Parts of the Project, including one environmental specialist and one social specialist for each PIU and for the PMSU. In addition, one Occupational Health Safety (OHS) specialist for each PIU will be recruited.</p> <p>c. Also, the PIUs and the PMSU shall engage technical specialists on climate resilience and universal access, to provide inputs to the engineering design of the reconstructed buildings and facilities</p>	<p>a. Maintain each respective PIU throughout Project implementation; in each case, in accordance with the terms of the Loan Agreements.</p> <p>b. Maintain full-time environmental, social and OHS specialists for each PIU throughout Project implementation. Maintain MoH PMSU environmental and social staff.</p> <p>c. Ensure technical specialists are included in the Subproject design and supervision teams when such contracts are awarded.</p>	<p>ILBANK PIU for Parts 1 and 4(a) of the Project.</p> <p>MoH PMSU for Parts and 4(b) of the Project.</p> <p>MoEUCC PIU for Parts 3 and 4(c) of the Project.</p>
<p>1.2 ENVIRONMENTAL AND SOCIAL INSTRUMENTS</p> <p>1. Prepare, disclose, consult upon, adopt and implement the following Environmental and Social Management Frameworks (ESMFs) for the Project, consistent with the relevant ESSs(a) an ESMF for Parts 1 and 4(a) of the Project; (b) an ESMF for Parts 2 and 4(b) of the Project; and (c) an ESMF for Parts 3 and 4(c) of the Project.</p>	<p>1. Implement the ESMFs throughout Project implementation</p>	<p>ILBANK PIU for Parts 1 and 4(a) of the Project</p> <p>MoH PMSU for Parts 2 and 4(b) of the Project</p> <p>MoEUCC PIU for Parts 3 and 4(c) of the Project</p>

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY
<p>2. Conduct sub-project specific environmental and social screening for each Sub-project and prepare, disclose, consult upon, adopt and implement fit-for-purpose ESMP for substantial risk Sub-projects, and prepare, disclose, consult upon, adopt and implement adopt ESMP checklist and/or E&S codes of practice for low and moderate risk sub-projects with physical infrastructure, as set out in the ESMFs. The proposed activities described in the exclusion list set out in the ESMFs shall be ineligible to receive financing under the Project.</p>	<p>2. Conduct E&S screening and prepare, consult upon, and adopt the relevant Subproject specific ESMP, ESMP checklist and/or ES code of practice, as appropriate, prior to launching the bidding process for the respective Subproject that requires the adoption of such E&S instrument. Thereafter implement the respective E&S instrument throughout Project implementation</p>	
<p>1.3 MANAGEMENT OF CONTRACTORS Incorporate the relevant aspects of the ESCP, including, <i>inter alia</i>, the relevant E&S instruments, the Labor Management Procedures, and code of conduct, into the ESHS specifications of the procurement documents and contracts with contractors and supervising firms. Thereafter ensure that the contractors and supervising firms comply and cause subcontractors to comply with the ESHS specifications of their respective contracts.</p>	<p>As part of the preparation of procurement documents and respective contracts, prior to the issuance of bidding documents. Supervise contractors throughout Project implementation.</p>	<p>ILBANK PIU for Part 1 of the Project. MoH PMSU for Part 2 of the Project. MoEUCC PIU for Part 3 of the Project</p>
<p>1.4 TECHNICAL ASSISTANCE Ensure that the consultancies, studies, capacity building, training, and any other technical assistance activities under the Project are carried out in accordance with terms of reference acceptable to the World Bank, that are consistent with the ESSs. Thereafter ensure that the outputs of such activities comply with the terms of reference.</p>	<p>Throughout Project implementation.</p>	<p>ILBANK PIU for Parts 1 and 4(a) of the Project MoH PMSU for Parts 2 and 4(b) of the Project MoEUCC PIU for Parts 3 and 4(c) of the Project</p>

ESS 2: LABOR AND WORKING CONDITIONS			
2.1	<p>LABOR MANAGEMENT PROCEDURES</p> <p>Prepare, disclose, consult, adopt and implement the following a Labor Management Procedures (LMPs) for the Project: (a) an LMP for Parts 1 and 4(a) of the Project; (b) an LMP for Parts 2 and 4(b) of the Project (which shall be an integrated part of the respective ESMF); and (c) an LMP for Parts 3 and 4(c) of the Project. Each LMP shall include, <i>inter alia</i>, provisions on working conditions, management of workers relationships, occupational health and safety (including personal protective equipment, and emergency preparedness and response), code of conduct (including relating to SEA and SH), forced labor, child labor, grievance arrangements for Project workers, and applicable requirements for contractors, subcontractors, and supervising firms.</p>	Implement and update the LMP throughout Project implementation.	<p>ILBANK PIU for Parts 1 and 4(a) of the Project.</p> <p>MoH PMSU for Parts 2 and 4(b) of the Project.</p> <p>MoEUCC PIU for Parts 3 and 4(c) of the Project.</p>
2.2	<p>GRIEVANCE MECHANISM FOR PROJECT WORKERS</p> <p>Establish and operate a grievance mechanism for Project workers, as described in the LMP and consistent with ESS2.</p>	Maintain a grievance mechanism, by and under each ILBANK PIU, MoH PMSU, and MoEUCC PIU, prior to engaging Project workers and thereafter maintain and operate it throughout Project implementation.	<p>ILBANK PIU for Parts 1 and 4(a) of the Project.</p> <p>MoH PMSU for Parts 2 and 4(b) of the Project.</p> <p>MoEUCC PIU for Parts 3 and 4(c) of the Project.</p>
ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT			
3.1	<p>WASTE MANAGEMENT PLAN</p> <p>a. Prepare, adopt, and implement a stand-alone Waste Management Plan (WMP) and Medical Waste Management Plan, as appropriate, within the scope of ESMFs defined under action 1.2 above, to manage hazardous and non-hazardous wastes, consistent with ESS3.</p>	a. Same timeframe as for the ESMFs under Action 1.2 above.	<p>ILBANK PIU for Parts 1 and 4(a) of the Project.</p> <p>MoH PMSU for Parts 2 and 4(b) of the Project.</p> <p>MoEUCC PIU for Parts 3 and 4(c) of the Project.</p>
3.2	<p>RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT</p> <p>Incorporate resource efficiency and pollution prevention and management assessment and measures in Subproject specific ESMPs, ESMP checklists and/or E&S codes of practices, as appropriate, to be prepared under action 1.2 (2) above.</p>	Same timeframe as for the adoption and implementation of ESMPs, ESMP checklists and/or E&S codes of practices under action 1.2 (2) above	<p>ILBANK PIU for Parts 1 and 4(a) of the Project.</p> <p>MoH PMSU for Parts 2 and 4(b) of the Project.</p>

			MoEUCC PIU for Parts 3 and 4(c) of the Project.
ESS 4: COMMUNITY HEALTH AND SAFETY			
4.1	<p>TRAFFIC AND ROAD SAFETY</p> <p>a. Incorporate measures to manage traffic and road safety risks as required in Subproject specific ESMPs, ESMP checklists and/or E&S codes of practice to be prepared under action 1.2 (2) above.</p> <p>b. Prepare, adopt, and implement site-specific Traffic Management Plans, if required in accordance with environmental and social screening/assessment conducted as specified in the ESMF</p>	<p>a. Same timeframe as for the adoption and implementation of ESMPs, ESMP checklists and/or E&S codes of practice under action 1.2 (2) above.</p> <p>b. Adopt prior to start of construction works in the relevant Subproject site, and thereafter implement until the works are completed.</p>	<p>ILBANK PIU for Parts 1 and 4(a) of the Project.</p> <p>MoH PMSU for Parts 2 and 4(b) of the Project.</p> <p>MoEUCC PIU for Parts 3 and 4(c) of the Project.</p>
4.2	<p>COMMUNITY HEALTH AND SAFETY</p> <p>Assess and manage specific risks and impacts to the community arising from Project activities, including, inter alia, those caused by the behavior of Project workers, risk of labor influx; risks of Gender Based Violence (GBV)/Sexual Exploitation and Abuse-Sexual Harassment (SEA-SH), emergency situations, limitations on land, potential for community exposure to communicable diseases, dust and noise, disturbance due to improper management of wastes generated during the reconstruction works, risks of improper fire and life safety. Include mitigation measures in Subproject specific ESMPs, ESMP checklists and/or E&S codes of practice to be prepared under action 1.2 (2) above in accordance with the ESMF.</p>	<p>Same timeframe as for the adoption and implementation of ESMPs, ESMP checklists and/or E&S codes of practice under action 1.2.2. above</p>	<p>ILBANK PIU for Parts 1 and 4(a) of the Project.</p> <p>MoH PMSU for Parts 2 and 4(b) of the Project.</p> <p>MoEUCC PIU for Parts 3 and 4(c) of the Project.</p>
4.3	<p>SECURITY MANAGEMENT</p> <p>Assess and implement measures to manage the security risks of the Project, including the risks of engaging security personnel to safeguard project workers, sites, assets, and activities, and incorporate relevant measures in the ESMPs, ESMP checklists and/or E&S codes of conduct to be prepared under action 1.2(2) above as set out in the ESMF, guided by the principles of proportionality and Good International Industry Practice (GIIP), and by applicable law, in relation to hiring, rules of conduct, training, equipping, and monitoring of such personnel.</p>	<p>Same timeframe as for the adoption and implementation of ESMPs, ESMP checklists and/or E&S codes of practice under action 1.2 (2) above, including assessing the risk of engaging security personnel prior to engaging security personnel.</p>	<p>ILBANK PIU for Parts 1 and 4(a) of the Project</p> <p>MoH PMSU for Parts 2 and 4(b) of the Project</p> <p>MoEUCC PIU for Parts 3 and 4(c) of the Project.</p>
ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT			
5.1	<p>RESETTLEMENT FRAMEWORK AND RESETTLEMENT PLANS</p> <p>a. Prepare, disclose, consult upon, adopt and implement the following Resettlement Frameworks for the Project: (a) a Resettlement Framework (RF) for Part 1 of the Project; and (b) a RF for Part 3 of the Project, consistent with ESS5.</p>	<p>a. Implement throughout the Project implementation.</p> <p>b. Throughout Project implementation</p>	<p>Ilbank PIU for Part 1 of the Project</p> <p>MoEUCC PIU for Part 3 of the Project.</p>

	b. Ensure that activities under Part 2 of the Project do not require land acquisition, restrictions on land use and/or involuntary resettlement, as set forth in ESS5.		MoH PMSU for Part 2 of the Project.
5.2	RESETTLEMENT PLANS Prepare, disclose, consult upon, adopt, and implement Resettlement Plans (RPs) for each activity under the Project for which the relevant RF requires such RP, and consistent with ESS5.	RPs shall be submitted to the Bank for approval and once approved; the RPs shall be implemented before commencement of any civil works for the Project activities that involve land acquisition and resettlement, including ensuring that, before taking possession of the land and related assets, full compensation has been provided and, as applicable, displaced people have been resettled and moving allowances have been provided.	Ilbank PIU shall cause the relevant Municipalities, pursuant to the respective ILBANK-Municipality Protocols, to carry out any resettlement in accordance with the terms of the ESCP for Part 1 of the Project. MoEUCC PIU for Part 3 of the Project.
5.3	GRIEVANCE MECHANISM Ensure RPs describe the applicable grievance mechanism, consistent with the grievance mechanism defined in the SEP	Same timeframe as for the adoption and implementation of RPs under action 5.2 above.	Ilbank PIU shall cause the relevant Municipalities to implement a functional grievance mechanism, pursuant to the respective ILBANK-Municipality Protocols for Part 1 of the Project. MoEUCC PIU for Part 3 of the Project.
ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES			
6.1	BIODIVERSITY RISKS AND IMPACTS Assess biodiversity risks and impacts and incorporate relevant mitigation measures, as part of the Subproject specific ESMPs, ESMP checklists and/or E&S codes of practice, as appropriate, developed under action 1.2 (b). above, in accordance with the ESMF and consistent with ESS6.	Same timeframe as for the adoption and implementation of ESMPs, ESMP checklists and/or E&S codes of practice under action 1.2, paragraph 2, above.	ILBANK PIU for Parts 1 and 4(a) of the Project. MoH PMSU for Parts 2 and 4(b) of the Project. MoEUCC PIU for Parts 3 and 4(c) of the Project.
ESS 8: CULTURAL HERITAGE			
8.1	CULTURAL HERITAGE RISKS AND IMPACTS		

	Adopt and implement measures to mitigate impacts on cultural heritage as part of subproject specific ESMPs, ESMP checklists and/or E&S codes of practice to be prepared under action 1.2 (2) above, in accordance with the guidelines of the ESMF and consistent with ESS8.	Same timeframe as for the adoption and implementation of ESMPs, ESMP checklists and/or E&S codes of practice under action 1.2, paragraph 2, above.	ILBANK PIU for Parts 1 and 4(a) of the Project. MoH PMSU for Parts 2 and 4(b) of the Project. MoEUCC PIU for Parts 3 and 4(c) of the Project.
8.2	CHANCE FINDS Describe and implement the chance finds procedures, as part of subproject specific ESMPs, ESMP checklists and/or E&S codes of practice to be prepared under action 1.2 (2) above, in accordance with the guidelines of the ESMF.	Same timeframe as for the adoption and implementation of ESMPs, ESMP checklists and/or E&S codes of practice under action 1.2, paragraph 2, above.	ILbank PIU shall cause the relevant Municipalities to implement chance find procedure, pursuant to the respective ILBANK-Municipality Protocols for Part 1 of the Project. MoH PMSU for Part 2 of the Project. MoEUCC PIU for Part 3 of the Project.
ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE			
10.1	STAKEHOLDER ENGAGEMENT PLAN PREPARATION AND IMPLEMENTATION Prepare, disclose, adopt and implement the following Stakeholder Engagement Plans (SEPs) for the Project, consistent with ESS10: (a) an SEP for Parts 1 and 4(a) of the Project; (b) an SEP for Parts 2 and 4(b) of the Project, and (c) an SEP for Parts 3 and 4(c) of the Project. Each SEP shall include measures to, inter alia, provide stakeholders with timely, relevant, understandable and accessible information, and consult with them in a culturally appropriate manner, which is free of manipulation, interference, coercion, discrimination and intimidation.	Implement the SEP throughout Project implementation.	ILBANK PIU for Part 1 and 4(a) of the Project. MoH PMSU for Part 2 and 4(b) of the Project. MoEUCC PIU for Part 3 and 4(c) of the Project.
10.2	PROJECT GRIEVANCE MECHANISM	Maintain and operate by each Implementing Agency its specific grievance mechanism throughout Project implementation.	ILBANK PIU for Parts 1 and 4(a) of the Project. MoH PMSU for Parts 2 and 4(b) of the Project.

	<p>Publicize, adapt, maintain, and operate the existing agency-wide accessible grievance mechanisms under each ILBANK, MoH and MoEUCC, to receive and facilitate resolution of concerns and grievances in relation to the agencies’ respective parts of the Project, promptly and effectively, in a transparent manner that is culturally appropriate and readily accessible to all Project-affected parties, at no cost and without retribution, including concerns and grievances filed anonymously, in a manner consistent with ESS10.</p> <p>The grievance mechanisms shall be equipped to receive, register, and facilitate the resolution of SEA/SH complaints, including through the referral of survivors to relevant gender-based violence service providers, all in a safe, confidential, and survivor-centered manner.</p>		<p>MoEUCC PIU for Parts 3 and 4(c) of the Project.</p>
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CAPACITY SUPPORT			
CS1	<p>Training shall be provided to the relevant E&S staff of the PIUs/PMSU, the supervision consultancy firms, stakeholders, communities, Project workers on:</p> <ul style="list-style-type: none"> • requirements of the World Bank ESF • OHS • stakeholder mapping and engagement • specific aspects of environmental and social assessment • emergency preparedness and response • code of conduct • community health and safety • Building back better (e.g., universal access, climate resilience, seismic resilience, energy efficiency). 	<p>Initial training to be organized no later than sixty (60) days after the engagement of the PIU/PMSU E&S and OHS specialists.</p> <p>Refresher trainings at least once a year or as agreed with the Bank, during Project implementation.</p>	<p>ILBANK PIU for Parts 1 and 4(a) of the Project.</p> <p>MoH PMSU for Parts 2 and 4(b) of the Project.</p> <p>MoEUCC PIU for Parts 3 and 4(c) of the Project.</p>
CS2	<p>Training shall be delivered to Project workers on OHS, including on emergency prevention and preparedness and response arrangements to emergency situations, vehicular safety, safe use of tools, machinery and equipment, working at heights, contractual environmental and social requirements, Contractor ESMP Checklist, Code of Conduct, labor requirements for primary suppliers, COVID-19 specific LMP measures, and diverse and respectful workplaces, free of SEA/SH.</p>	<p>Prior to commencing site-specific works, followed by a minimum one annual refresher training.</p>	<p>The Ilbank PIU, MoH PMSU and MoEUCC PIU shall cause their respective contractors to ensure the training of their respective Project workers.</p>