

**United Nations Children Fund (UNICEF)  
World Food Programme (WFP)  
Save the Children International (SCI)**

**Republic of Yemen  
Restoring Education and Learning (REAL) (P175036)**

**Environmental and Social Management  
Framework (ESMF)**

**6 September 2021 2021**

## **Restoring Education and Learning (REAL) Project (P175036) Environmental and Social Management Framework**

Prepared by United Nations Children Fund (UNICEF)  
World Food Programme (WFP)  
Save the Children International (SCI)

### **Document History**

Preliminary Draft	For internal review	14 February 2021
SCI contribution		17 February 2021
UNICEF contribution		3 March 2021
WFP contribution		7 March 2021
v1 draft	For internal review	29 April 2021
SCI contribution		4 May 2021
WFP contribution		6 May 2021
v2 draft	For internal review	12 May 2021
v3 draft	For internal review	16 May 2021
v4 draft	For internal review	18 May 2021
v5 draft	For internal review	25 May 2021
v5 draft	Submitted to WB	31 May 2021
WB Comments on v5 draft	Received by Implementing Agencies	8 June 2021
v6 draft	For internal review	13 June 2021
SCI review		14 June 2021
UNICEF review		28 June 2021
v7 draft	Submitted to the World Bank	14 July 2021
WB Quality Control comments	Received by Implementing Agencies	16 July 2021
WB comments on v7 draft	Received by implementing agencies	30 July 2021
v8 draft and Response Matrix	Submitted to World Bank	

# Table of Contents

<i>Document History</i> .....	<i>ii</i>
<b>Table of Contents</b> .....	<b>i</b>
<b>List of Tables</b> .....	<b>v</b>
<b>List of Figures</b> .....	<b>v</b>
<b>Acronyms</b> .....	<b>vi</b>
<b>Executive Summary</b> .....	<b>viii</b>
<b>1. Introduction and Background</b> .....	<b>1</b>
1.1 <i>Introduction</i> .....	<i>1</i>
1.2 <i>Rationale</i> .....	<i>1</i>
1.3 <i>Lessons learned</i> .....	<i>1</i>
<b>2. Project Description</b> .....	<b>3</b>
2.1 <i>Project Targeting</i> .....	<i>3</i>
2.2 <i>Project Components</i> .....	<i>6</i>
Component 1. <i>Priority interventions to sustain access and ensure learning</i> .....	<i>6</i>
Component 2. <i>Strengthening local capacity and system resilience</i> .....	<i>7</i>
Component 3. <i>Project Support, Management, Evaluation and Administration</i> .....	<i>8</i>
Component 4. <i>Contingent Emergency Response</i> .....	<i>8</i>
2.3 <i>Implementation arrangements</i> .....	<i>8</i>
2.3.1 <i>Coordination</i> .....	<i>10</i>
2.3.2 <i>Project Operational Manual</i> .....	<i>10</i>
<b>3. Legal and Institutional Framework</b> .....	<b>11</b>
3.1 <i>World Bank Requirements</i> .....	<i>11</i>
3.1.1 <i>World Bank Environmental and Social Framework</i> .....	<i>11</i>
3.1.2 <i>Environmental and Social Risk Classification</i> .....	<i>11</i>
3.1.3 <i>Environmental and Social Commitment Plan</i> .....	<i>11</i>
3.1.4 <i>Labour Management Procedures</i> .....	<i>12</i>
3.1.5 <i>Environment, Health and Safety Guidelines</i> .....	<i>12</i>
3.1.6 <i>Stakeholder Engagement and Information Disclosure</i> .....	<i>12</i>
3.2 <i>National Requirements and Policies</i> .....	<i>14</i>
3.2.1 <i>National Environmental Action Plan</i> .....	<i>14</i>
3.2.2 <i>Environmental Protection Law</i> .....	<i>14</i>
3.2.3 <i>Water Law</i> .....	<i>16</i>
3.2.4 <i>Labour</i> .....	<i>17</i>
3.2.5 <i>International Conventions</i> .....	<i>17</i>
3.3 <i>UNICEF</i> .....	<i>18</i>
3.3.1 <i>Application in the context of the Project</i> .....	<i>20</i>
3.4 <i>WFP</i> .....	<i>20</i>
3.4.1 <i>UN Environmental and Social Sustainability Framework</i> .....	<i>20</i>
3.4.2 <i>WFP's Environmental Policy</i> .....	<i>21</i>
3.4.3 <i>Application in the context of the Project</i> .....	<i>23</i>
3.5 <i>SCI</i> .....	<i>23</i>
3.5.1 <i>Code of Conduct</i> .....	<i>23</i>
3.5.2 <i>Human Resources Manual</i> .....	<i>24</i>
3.5.3 <i>Protection from Sexual Exploitation and Abuse (PSEA) Policy</i> .....	<i>24</i>
3.5.4 <i>Whistle Blowing Policy</i> .....	<i>25</i>

3.5.5	<i>Child Safeguarding Policy</i> .....	25
3.5.6	<i>Policy on staff health, safety and security</i> .....	26
3.5.7	<i>Human Trafficking and Modern Slavery Policy</i> .....	26
3.5.8	<i>Diversity, Equity &amp; Inclusion Policy</i> .....	27
3.5.9	<i>Anti-Harassment and Bullying Policy</i> .....	27
3.5.10	<i>Fraud, Bribery and Corruption Policy</i> .....	28
3.5.11	<i>Grievance Policy</i> .....	28
3.5.12	<i>Standard Operating Procedures to decrease the spread of COVID-19 in office or workplace</i> .....	29
3.5.13	<i>Application in the context of the Project</i> .....	29
3.6	<b>Comparison between World Bank Requirements and Yemeni Requirements</b> .....	29
4.	<b>Environmental and Social Baseline</b> .....	38
4.1	<b>Education Sector</b> .....	38
4.2	<b>Vulnerable Groups</b> .....	41
4.3	<b>COVID-19</b> .....	41
4.4	<b>Climate</b> .....	42
4.5	<b>Climate change-related cross-sector challenges</b> .....	42
5.	<b>Potential Environmental and Social Risks and Mitigation</b> .....	43
5.1	<b>Overall Risks and Impacts</b> .....	43
5.2	<b>Selection, Design and Siting risks</b> .....	43
5.3	<b>Risks Specific to Project Activities</b> .....	44
5.4	<b>Contractor Related Risks and Impacts</b> .....	50
6.	<b>Labour Management Procedures</b> .....	53
6.1	<b>Overview of Labour Use on the Project</b> .....	53
6.1.1	<i>Type of Workers (paragraph 3 of ESS2)</i> .....	53
6.1.2	<i>Community Workers</i> .....	53
6.1.3	<i>Primary Suppliers</i> .....	53
6.2	<b>Labour Influx</b> .....	53
6.3	<b>Number of Project Workers</b> .....	53
6.3.1	<i>Direct Workers</i> .....	53
6.3.2	<i>Contracted Workers</i> .....	55
6.3.3	<i>Community Workers</i> .....	55
6.4	<b>Assessment of Key Potential Labour Risks</b> .....	56
6.5	<b>Overview of Labour Requirements</b> .....	57
6.5.1	<i>Comparison of ESS2 and Yemeni Labour Code Requirements</i> .....	57
6.5.2	<i>Working Conditions and Management of Worker Relationships</i> .....	78
6.5.3	<i>Protecting the Work Force</i> .....	80
6.5.4	<i>Grievance Mechanism (paragraphs 21-23 of ESS2)</i> .....	80
6.5.5	<i>Occupational Health and Safety (paragraphs 24-32 of ESS2)</i> .....	82
6.5.6	<i>Contracted Workers (paragraphs 31-33 of ESS2)</i> .....	82
6.5.7	<i>Primary Supply Workers (Paragraphs 39 to 42 of ESS2)</i> .....	85
6.6	<b>Responsible Staff</b> .....	85
6.6.1	<i>Implementing Agencies</i> .....	85
6.6.2	<i>Contractors and subcontractors</i> .....	86
7.	<b>Subproject Procedures to Address Environmental and Social Issues</b> .....	87
7.1	<b>Exclusion List</b> .....	87
7.2	<b>Screening</b> .....	87
7.3	<b>Environmental and Social Risk Management Instruments</b> .....	88
7.3.1	<i>Subprojects requiring a full ESIA and ESMP</i> .....	88
7.3.2	<i>Subprojects only requiring an ESMP</i> .....	88
7.4	<b>Consultations during Project Preparation</b> .....	89

7.4.1	UNICEF .....	89
7.4.2	World Food Program.....	91
7.4.3	SCI.....	92
7.5	Consultations during Project Implementation.....	94
7.6	Grievance Mechanism .....	94
7.7	Implementation of Subproject Mitigation Measures .....	95
<b>8.</b>	<b>Monitoring and Reporting .....</b>	<b>96</b>
8.1	Monitoring Arrangements .....	96
8.1.1	UNICEF .....	96
8.1.2	WFP.....	97
8.1.3	SCI.....	97
8.2	Subproject Environmental and Social Database .....	97
8.3	Monitoring of ESMPs.....	98
8.4	Monitoring of Contractors.....	98
8.5	Completion Reports.....	99
<b>9.</b>	<b>Resources and Responsibilities .....</b>	<b>100</b>
9.1	UNICEF .....	100
9.2	WFP.....	101
9.3	SCI.....	101
9.3.1	Direct Project Management.....	102
9.3.2	Governorate Level Management.....	102
<b>Annex 1.</b>	<b>Labour Code, Act No. 5 of 1995 (Unofficial translation by the International Labour Organisation) .....</b>	<b>103</b>
	Chapter I. General Provisions .....	104
	Chapter II. Rules on Employment.....	106
	Chapter III. Contracts of Employment.....	109
	Chapter IV. Regulations of the Employment of Women and Young Persons .....	113
	Chapter V. Wages and Allowances.....	115
	Chapter VI. Hours of Work, Rest, and Leave .....	117
	Chapter VII. Regulations of Work and Penalties .....	120
	Chapter VIII. Training .....	123
	Chapter IX. Occupational Safety and Health .....	125
	Chapter X. Insurances .....	127
	Chapter XI. Labour Inspection.....	128
	Chapter XII. Labour Disputes and Legitimate Strikes .....	129
	Chapter XIII. Workers' and Employers' Organizations.....	133
	Chapter XIV. Penalties .....	134
	Chapter XV. Final Provisions.....	134
<b>Annex 2.</b>	<b>Environmental, Social, Health and Safety Requirements for Contractors ...</b>	<b>136</b>
	Contractor Environmental and Social Management Plan (C-ESMP).....	136
	ESHS Training.....	136
	Orientation Training.....	136
	Visitor Orientation.....	136
	New Task Employee and Contractor Training.....	137
	Construction Site Management .....	137
	Vegetation .....	137
	Protection of the Existing Installations.....	137
	Waste from Construction Activities.....	137
	Air Quality.....	138
	Hazardous and Toxic Materials.....	138
	Area Signage.....	139

<b>Health and Safety</b> .....	<b>139</b>
<i>Severe Weather and Facility Shutdown</i> .....	139
<i>Lavatories and Showers</i> .....	139
<i>Potable Water Supply</i> .....	139
<i>Clean Eating Area</i> .....	139
<i>Personal Protective Equipment (PPE)</i> .....	140
<i>Noise</i> 140	
<i>First Aid and Accidents</i> .....	140
<i>Communicable Diseases</i> .....	141
<i>COVID-19</i> .....	141
<i>Vector-Borne Diseases</i> .....	142
<b>Road safety and Traffic Safety</b> .....	<b>142</b>
<b>Emergencies</b> .....	<b>143</b>
<b>Stakeholder Engagement</b> .....	<b>144</b>
<b>Labour Force Management</b> .....	<b>144</b>
<i>Labour Influx</i> .....	144
<i>Labour Conditions</i> .....	144
<i>Insurance</i> .....	145
<i>Grievance Mechanism for Workers</i> .....	145
<i>Protection from Sexual Exploitation and Abuse</i> .....	145
<i>Protection from Child Labour</i> .....	146
<i>Code of Conduct</i> .....	146
<b>Contractor Environmental and Social Reporting</b> .....	<b>148</b>
<b>Annex 3. Template for Subproject Screening</b> .....	<b>150</b>
<i>Screening Form for Potential Environmental and Social Issues</i> .....	150
<i>Conclusions of the screening:</i> .....	151
<b>Annex 4. Indicative Outline of Subproject ESIA</b> .....	<b>152</b>
<b>Annex 5. Indicative Outline of a Subproject ESMP</b> .....	<b>154</b>
<b>Annex 6. Map of Women Protection Services in Yemen (September 2020)</b> .....	<b>156</b>
<i>Women Safe Shelters</i> .....	184

## List of Tables

Table 1. List of indicators along with their weight towards the composite indicator .....	4
Table 2. Implementing Arrangement by Activity .....	9
Table 3. Key Elements of UNICEF’s SESSP .....	18
Table 4. Comparison of World Bank and Yemeni Environmental and Social Requirements relevant to the Project .....	30
Table 5. Environmental and social risks and impacts and matching mitigation measures by subcomponent .....	45
Table 6. Potential ESHS risks and impacts associated with the activities of REAL Contractors .....	50
Table 7. Summary of SCI direct worker requirements .....	54
Table 8. Comparison of ESS2 requirements and requirements under the Yemeni Labour Code Law 95/05 .....	58
Table 9. Monitoring plan .....	98

## List of Figures

Figure 1. Project results chain (copied from the Project Appraisal Document) .....	5
Figure 2. Priority areas or REAL Project interventions in Yemen, based on the four key indicators .....	6
Figure 3. Share of Households with not All Children Regularly Attending School. Average in December 2019 from WFP monthly mobile phone survey .....	40
Figure 4. Pillars of SCI’s Safeguarding Policy Framework .....	<b>Error! Bookmark not defined.</b>

## Acronyms

CAAFAG	Children Associated with Armed Forces and Groups
CHS	Core Humanitarian Standard on Quality and Accountability
CEDAW	Convention on Elimination of all Forms of Discriminations Against Women
CO	Country Office
COVID-19	Corona Virus Disease 19
DPG	Development Partners Group
EdU	SCI's Education Unit
ESS	Environmental and Social Standard
FAO	Food and Agriculture Organisation
FAQ	Frequently Asked Questions
FGD	Focus Group Discussion
FLA	Field Level Agreement
FSAC	Food Security and Agriculture Cluster
GBV	Gender Based Violence
GEO	Governorate Education Office
GIZ	German Agency for International Cooperation
GM	Grievance Mechanism
GPE	Global Partnership for Education
GRM	Grievance and Redressal Mechanism (UNICEF)
HACT	Harmonized Approach to Cash Transfers
IASC	Inter-Agency Steering Committee
IDP	Internally Displaced Person
INGO	International Non-Governmental Organisation
IOM	International Organization for Migration
IRG	Internationally Recognized Government (of Yemen)
ISCP	Interim Country Strategic Plan (WFP)
KII	Key Informant Interview
LEG	Local Education Group
MAI	Ministry of Water and Irrigation
MEAL	Monitoring, Evaluation, Accountability and Learning
MoWE	Ministry of Water and Environment
NGO	Non-Governmental Organization
NWRA	National Water Resources Authority
OS	Operational Standard
PBP	Performance Based Payment
PDQ	Program Development of Quality
PM	Program Manager
PME	Planning, monitoring and evaluation (UNICEF)
POM	Project Operations Manual
PMU	Project Management Unit
PSEA	Protection against Sexual Exploitation and Abuse
PTA	Parent Teacher Association
PTI	Project Targeting Index
PWP	Public Works Project
RCCE	Risk Communication and Community Engagement (UNICEF)
REAL	Restoring Education and Learning (Project)
RFT	Rural Female Teacher
SCAMCHA	National Authority for the Management and Coordination of Humanitarian Affairs and Disaster Recovery
SCI	Save the Children International

SEA	Sexual Exploitation and Abuse
SEP	Stakeholder Engagement Plan
SESSP	UNICEF's Social and Environmental Sustainability Standards and Procedures
SFP	School Feeding Program (WFP)
SOP	Standard Operating Procedure
SPHERE	Humanitarian Charter and identified Minimum Standards to be attained in disaster assistance
TPM	Third Party Monitoring
TPMA	Third Party Monitoring Agreement
UASC	Unaccompanied or Separated Children
UN	United Nations
UNESCO	United Nations Education, Science and Cultural Organization
UNFPA	United Nations Fund for Population Activities
UNDP	United Nations Development Program
UNICEF	United Nations Children's Fund
WASH	Water, Sanitation and Hygiene
WFP	World Food Programme
WG	Working Group

## Executive Summary

This Environmental and Social Management Framework (ESMF) was prepared jointly by the United Nations Children Fund (UNICEF), the World Food Programme (WFP), and Save the Children International (SCI) for the Restoring Education and Learning (REAL) Project (P175036)

The World Bank is financing the REAL Project to support Yemen's reconstruction and recovery, under the provisions of World Bank OP 10.00, paragraph 12, *Projects in Situations of Urgent Need of Assistance or Capacity Constraints*. The Project will contribute to efforts by the international community to maintain access to primary education, improve learning outcomes and strengthen education sector capacity in selected districts.

The ESMF was prepared to meet the requirements of the World Bank's Environmental and Social Framework (ESF), most particularly the Environmental and Social Standard on the Assessment and Management of Environmental and Social Risks, including the World Bank Group Environment, Health and Safety (EHS) Guidelines. It also complies with Yemeni environmental and social laws and regulations.

The use of a Framework is appropriate and necessary, given that the Project consists of a large number of subprojects in many different localities, and that the specific location and activities of each subproject will only be determined during implementation.

The ESMF also includes Labour Management Procedures (LMP), to meet the requirements of the World Bank Environmental and Social Standard on Labour and Working Conditions (ESS2), as well as a Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) Prevention and Response Action Plan.

UNICEF, WFP, and SCI have already disclosed a joint Stakeholder Engagement Plan (SEP) to meet the requirements of the World Bank Environmental and Social Standard on Stakeholder Engagement and Information Disclosure (ESS10).

The Project includes 4 components:

### **Component 1. Priority interventions to sustain access and ensure learning**

*Subcomponent 1.1. Support to teachers*

*Subcomponent 1.2. School feeding*

*Subcomponent 1.3. Distribution of learning materials and basic school supplies*

*Subcomponent 1.4. School infrastructure improvements*

### **Component 2. Strengthening local capacity and system resilience**

*Subcomponent 2.1: Alternative learning*

*Subcomponent 2.2. Strengthening local capacity for managing education*

### **Component 3. Project Support, Management, Evaluation and Administration**

### **Component 4. Contingent Emergency Response**

The project will be implemented by three organizations UNICEF, WFP and SCI (*hereafter referred to as the Implementing Agencies*), under three separate financing agreements. Each Implementing Agency is responsible for a distinct set of activities.

The bulk of the ESHS risks and impacts is directly associated with the activities of the contractors, most particularly the contractors who will improve school infrastructure. The ESMF details specific mitigation measures for each type of activities.

Each Implementing Agency will screen all subproject proposals to: (i) determine the environmental and social issues that might be triggered by the subproject, (ii) identify the relevant Environmental and Social Standards (ESS); (iii) determine the appropriate Environmental and Social risk rating for the subproject, and; (iv) specify the type of environmental and social assessment required, including specific instruments/plans.

The Implementing Agencies will prepare proportionate ESMPs for subprojects not requiring a full ESIA and ESMP, according to the following table of content:

1. Summary Sheet
2. Subproject Description
3. Environmental and Social Baseline
4. Consultations
5. Mitigation Instruments

Subprojects that cause significant environmental and social impacts will require a full ESIA and ESMP.

The Implementing Agencies will apply the World Bank's requirements for **consultation and disclosure**, as detailed in the previously disclosed Project Stakeholder Engagement Plan (SEP). Consultations will be initiated as soon as subprojects screening has been completed and consultation records will be kept in the Project Office. Consultations will take into consideration the sociocultural context of Yemen, as well as the ongoing COVID-19 epidemic.

The Implementing Agencies will incorporate **environmental, social, health and safety (ESHS) requirements for contractors** in tender documentation and contract documents, so that potential bidders are aware of environmental and social performance requirements expected from them and are able to reflect that in their bids. The cost to contractors of meeting the ESHS requirements will be included in their respective contracts. The Implementing Agencies will enforce compliance by contractors with these requirements.

The requirements include 9 sections:

1. Contractor Environmental and Social Management Plan (C-ESMP)
2. ESHS Training
3. Construction Site Management
4. Occupational Health and Safety (OHS)
5. Road safety and Traffic Safety
6. Chance Find Procedures
7. Emergency Preparedness and Response
8. Stakeholder Engagement
9. Code of Conduct

The Implementing Agencies will **monitor and report** on implementation of the ESMF, with inputs from implementation partners and the TPM agent. The Implementing Agencies will ensure that safeguards monitoring is included in the Project's quarterly reports to the World Bank.

The Project will establish a **Grievance Mechanism (GM)**, as detailed in the Project Stakeholder Engagement Plan, that will be used for environmental and social issues. The respective Implementing Agencies will handle Project activity-related complaints.

The Implementing Agencies are fully covering, as part of the fee that it will charge the Bank, the cost of the staff involved in the management of environmental and social risks and impacts, as well as any associated operational costs.

The cost of due diligence for specific subprojects (preparation of the screening form, consultations, GM, preparation of ESMPs, and monitoring) are included in the costs/budget for each subproject.

# 1. Introduction and Background

## 1.1 Introduction

1. This Environmental and Social Management Framework (ESMF) was prepared jointly by the United Nations Children’s Fund (UNICEF), the World Food Programme (WFP) and Save the Children International (SCI) to meet the requirements of the World Bank’s Environmental and Social Framework (ESF), as well as national environmental laws and regulations, for the Yemen “*Restoring Education and Learning*” (REAL) Project. The use of an ESMF is appropriate and necessary, given that the Project consists of a large number of subprojects in many different localities, and that the specific locations and activities of each subproject will only be determined during implementation.

2. The Project ESMF will guide the Implementing Agencies in ensuring that all project activities meet the requirements of the ESF, including the preparation of subproject specific environmental and social management instruments in accordance with the ESF. For this purpose, the ESMF details how the Implementing Agencies will screen each subproject to assess its environmental and social risks and impacts, identify the necessary mitigation measures, and monitor the implementation of Environmental and Social Management Plans (ESMPs), most particularly the environmental and social performance of Project contractors.

3. In addition to meeting the requirements of Environmental and Social Standard 1 (ESS1), Assessment and Management of Environmental and Social Risks and Impacts, the ESMF includes Labour Management Procedures (LMP) to meet the requirements of ESS2, Labor and Working Conditions, and a GBV/SEA/SH Prevention and Response Plan to meet the requirements of ESS4, Community Health and Safety. The Implementing Agencies have prepared and disclosed a Stakeholder Engagement Plan (SEP), to meet the requirements of ESS10, Stakeholder Engagement and Information Disclosure, and will prepare a Security Management Plan (SMP) to meet the requirements of ESS4.

## 1.2 Rationale

4. In line with ESS1, the Project uses an Environmental and Social Management Framework instead of an Environmental and Social Impact Assessment (ESIA) and an Environmental and Social Management Plan (ESMP) because the exact nature and location of subprojects and their impacts are not fully known at the time of Project appraisal. As indicated in ESS1:

*The ESMF sets out the principles, rules, guidelines and procedures to assess the environmental and social risks and impacts. It contains measures and plans to reduce, mitigate and/or offset adverse risks and impacts, provisions for estimating and budgeting the costs of such measures, and information on the agency or agencies responsible for addressing project risks and impacts, including on its capacity to manage environmental and social risks and impacts. It includes adequate information on the area in which subprojects are expected to be sited, including any potential environmental and social vulnerabilities of the area; and on the potential impacts that may occur and mitigation measures that might be expected to be used.*

## 1.3 Lessons learned

5. The REAL project design builds on important lessons learned from previous World Bank-funded projects in Yemen implemented by UN Agencies, including the UNICEF-implemented Emergency Health and Nutrition Project. Key lessons learned include:

- Using a design that allows room for flexibility in response to the changing socio-political and sectoral challenges.
- Working with UN agencies in times of conflict to achieve optimal penetration of services to the citizens.
- Using and strengthening the local technical and implementation capacity to preserve the future

developmental prospect of Yemen. This approach involves UN partners taking a strong stewardship and implementation oversight role, while making best use of the available capacities at the local and decentralized levels.

- Applying a flexible and needs-based targeting mechanism that will follow a transparent, evidence-based and internationally recognized set of criteria for each type of activity.

6. The Project also took into consideration lessons learned from past World Bank funded education projects<sup>1</sup>:

- The Ministry of Education will raise awareness of environmental and hygiene within the school and the community as part of the educational tasks, the awareness program should include the following aspects:
  - *Cleanliness of the classroom and the school yard.*
  - *To take care of the trees in the school and to clarify the importance of the role of trees of the human life and the other creatures.*
  - *Allocation of places and collectors to collect the daily garbage from inside and outside the school.*
  - *Aware and educate the students (boys and girls) of the correct method to use the toilets, especially in elementary school, and increasing in the yearly degrees for the student who adhering by the rules of behaviour and proper use of school toilets as well as correct environmental aspects at the school.*
- Ministry of Education should hire one or two persons in each school in Yemen (depending on size of school) to dispose the garbage of the school and to clean the school toilets constantly, so the clean toilet all the time is encouraged the student (especially girls) to use it in times of need.
- Each school in Yemen (rural or urban) must contain a rain water harvesting tank, so water is available to run the toilets of schools properly, and Ministry of Education must work to provide this tank in the old school where there is no way to get the water.
- Increase the number of bathrooms in the schools does not mean solving the problem, but the social workers in the Ministry of Education must apply their duty to educate the public and students that the solution lies in the proper use of toilets and the preservation of the school and the cleanliness is the solution, to spreading the interest to everyone in the school and reflected therefore in the behaviour of the community outside the school.
- In very poor areas of water, should be considered in other types of latrines, such as dry latrine, but after test of pilot projects and measure the results of its success (operating + maintenance + environmental impact), in the case of complete success then encourage and educate students of schools of these areas to use these types of latrines in the right way.
- Ministry of Education is responsible to carry out operation, maintenance and periodic monitoring of schools in the broad sense to include the school building and staff and materials needed, where the Ministry of Education is the official body in the short term and long term after receiving the building of the party that implement the school.
- Issue interest of the environmental impact and how to mitigate the effect before, during and after the implementation of any development project, (large or small) in the planes of all the companies (either internal or external) and ministries that implement these projects in Yemen.

---

<sup>1</sup> Taken from the Environmental Management Plan for the Second Basic Education Development Project (P130853), August 2012  
<https://documents1.worldbank.org/curated/en/739581468164670982/pdf/E40100EA0P130801914B0EMP0of0B-EDP0II.pdf>

## 2. Project Description<sup>2</sup>

7. The REAL Project is a World Bank-funded project that will contribute to efforts by the international community to maintain access to primary education, improve learning outcomes and strengthen education sector capacity in selected districts. Given the volatility of the security situation, the heterogeneity of education challenges, and the weakened capacity of the Government, the project design is based on the principles of flexibility, innovation, and strengthening local capacities to ensure that education services reach school-aged children in target areas. In addition to sustaining access to education, children's learning is at the heart of the proposed operation. The proposed interventions will be implemented over three academic years, starting with the academic school year 2021-2022.

### 2.1 Project Targeting

8. A Project Targeting Index was constructed to identify governorates and districts for intervention, to ensure that inputs are directed to those areas most in need and to ensure geographic diversity. This composite index is based on several key indicators, including a severity index and education sector-specific variables. In constructing the Project Targeting Index (PTI)<sup>3</sup>, the following indicators were considered:

- **Share of school-age children in need<sup>4</sup>.** This is a composite indicator developed by UNOCHA. Four indicators are used to estimate education needs severity in every district of Yemen:
  - Children's access to education in the district (enrolment rate);
  - Percentage of affected schools<sup>5</sup> in the district;
  - Schools located in areas affected by cholera or other epidemic infections;
  - Number of teachers and school-based staff not in receipt of incentives and/or salary allowances.
- **Share of Internally Displaced Persons (IDPs).** This indicator measures the share of IDPs in each governorate. The most severe needs across multiple sectors are concentrated in areas with large numbers of IDPs and returnees.<sup>6</sup>
- **Share of female students.** This indicator measures the share of female students in each governorate and district.
- **Food security.<sup>7</sup>** This indicator is based on the Food Consumption Score (FCS) that is calculated using the frequency of consumption of different food groups by a household during the 7 days before the survey. It shows the share of survey respondents at district-level with a poor food consumption.

---

<sup>2</sup> This Section is based on the Project description in the Project Appraisal Document (P175036)

<sup>3</sup> Finn, A; Masaki, T. (2020). Subnational Targeting of Project Sites Using Project Targeting Index (PTI). Retrieved from <http://documents1.worldbank.org/curated/en/993931596523347991/pdf/Subnational-Targeting-of-Project-Sites-Using-Project-Targeting-Index-PTI.pdf>.

<sup>4</sup> United Nations. Humanitarian Needs Overview. (2019). Retrieved from <https://yemen.un.org/en/11690-yemen-2019-humanitarian-needs-overview#:~:text=The%20humanitarian%20crisis%20in%20Yemen,who%20are%20in%20acute%20need>

<sup>5</sup> Affected schools measures the impact on functionality of schools due to (i) total damage, (ii) use by IDPs or armed groups, (iii) used as DTCs, (iv) insecurity in the area

<sup>6</sup> Ibid.

<sup>7</sup> Data source: WFP.

- **Ease of access**<sup>8</sup>. UNOCHA scores all districts in Yemen on a three-point severity scale, ranging from “accessible” to “medium constraints” to “high access constraints”:
  - **Low access constraints.** Relatively few access constraints. Armed groups, checkpoints, airstrikes or other impediments such as administrative obstacles may be present and may significantly impede humanitarian activities. However, with adequate resources and clearances, humanitarian organizations can still operate and reach all or nearly all targeted people in need.
  - **Medium access constraints.** Armed groups, checkpoints, air strikes and other impediments are present, and often result in restrictions on humanitarian movements and operations. Operations continue in these areas with regular restrictions.
  - **High access constraints.** Armed groups, checkpoints, air strikes or other impediments are present and very often result in restrictions on humanitarian movements and operations. Operations in these areas face high difficulties and sometimes are impossible. Even with adequate resources, partners would be unable to reach more than a minority of targeted people in need.

9. **The selected set of indicators was aggregated to construct a composite index.** Some of the indicators (share of IDPs for example) vary significantly across the country. If this indicator is combined with other indicators with limited variation, the composite PTI indicator tends to heavily reflect the geographic pattern of the share of IDPs. To avoid this, the PTI standardizes all indicators to have mean and variance of 0 and 1 respectively. These standardized indicators are then combined into a composite index. The PTI aggregates the standardized indicators with weights (see Table below), which reflect the relative importance of each variable. As the weight of an indicator increases, the geographic distribution of priority areas of PTI is more affected by that indicator.

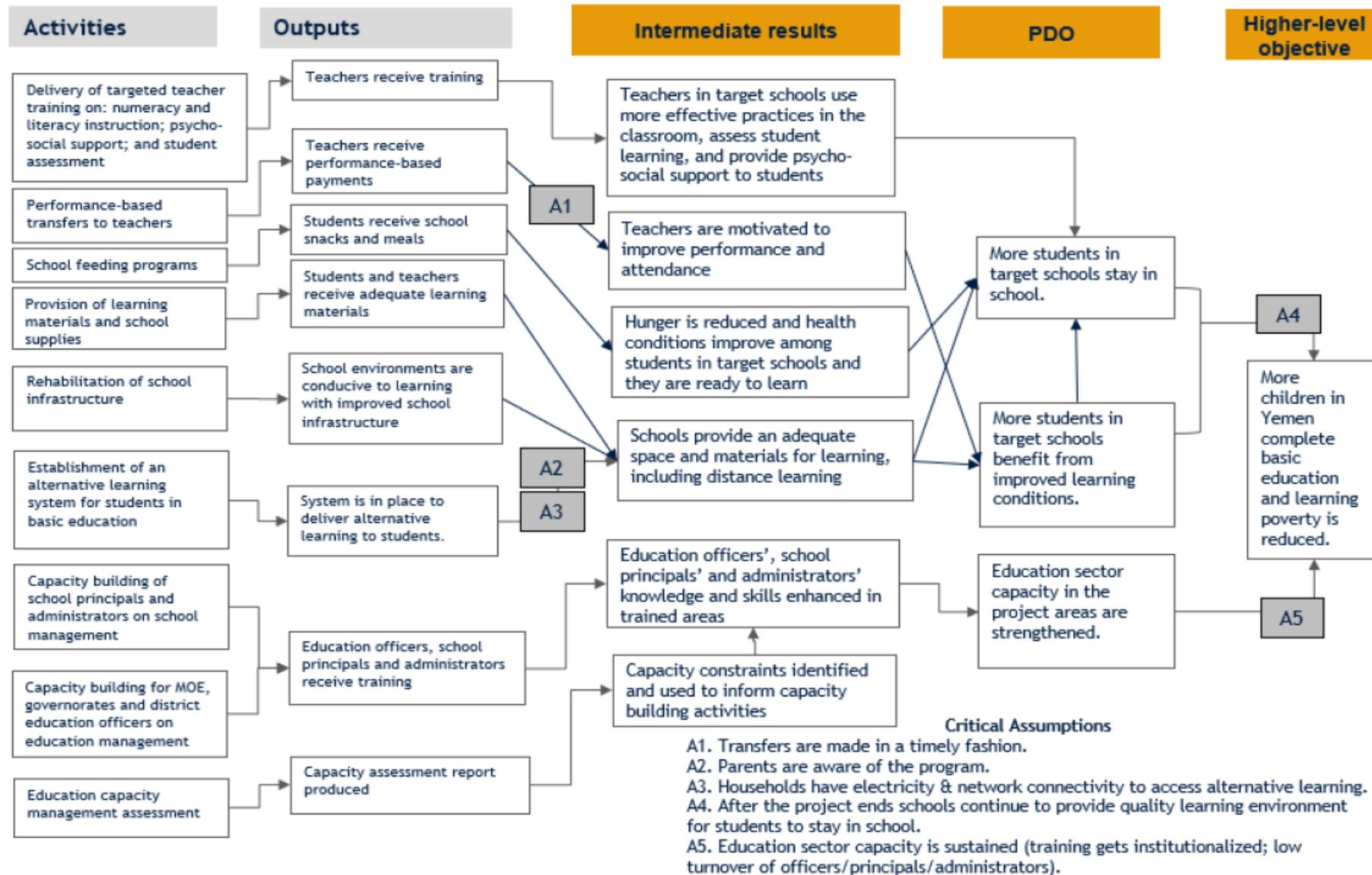
**Table 1. List of indicators along with their weight towards the composite indicator**

Indicator	Weight
Share of school-age children in need	3.5
Share of IDPs	2.0
Share of female students	1.5
Ease of access	1.5
Food insecurity	2.0

10. Figure 1 illustrates the Project’s strategy to address current the education needs in Yemen.

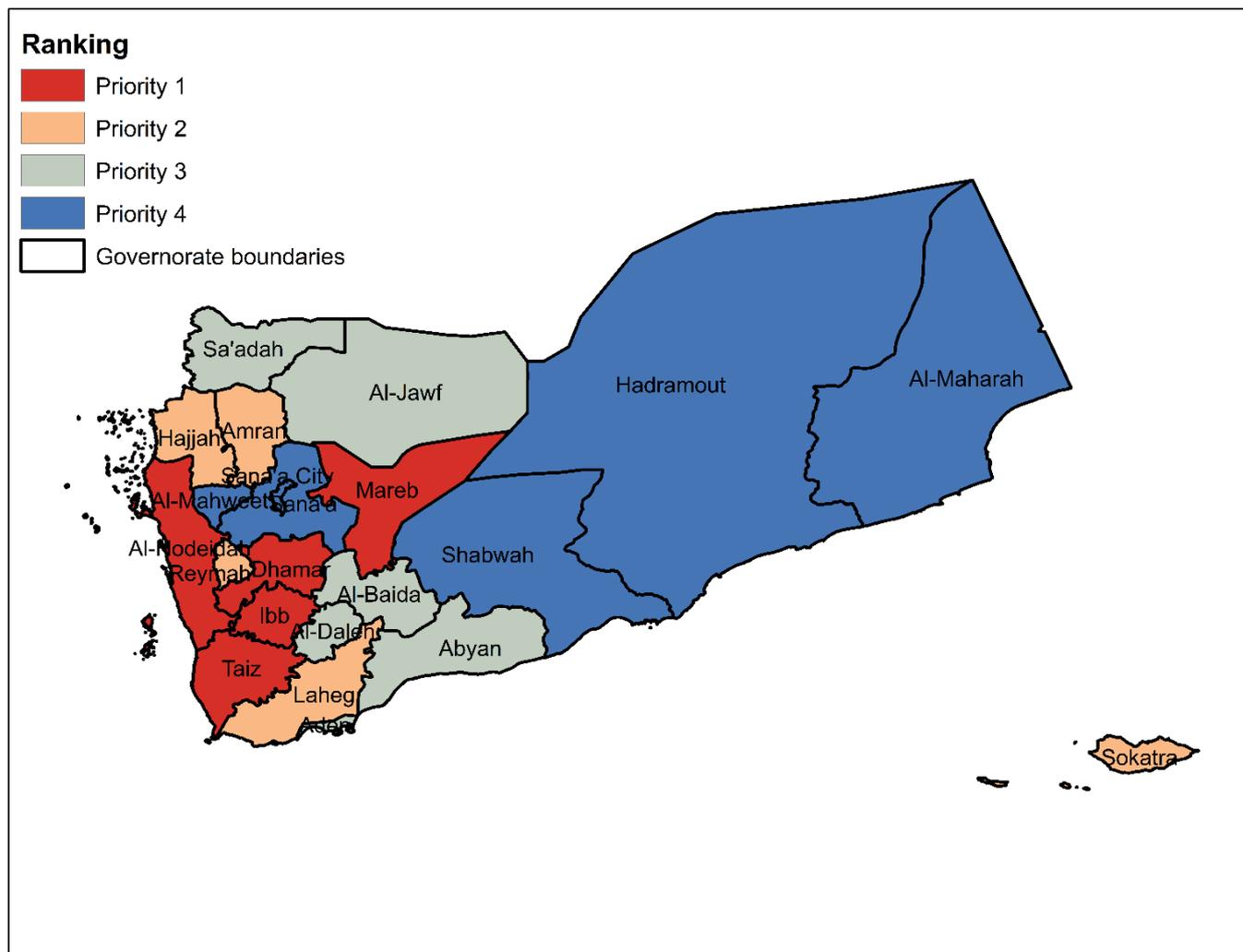
<sup>8</sup> OCHA. (2019). Yemen: Humanitarian Access Severity Overview. Retrieved from: [https://reliefweb.int/sites/reliefweb.int/files/resources/OCHA\\_Yemen\\_Humanitarian\\_Access\\_Severity\\_Overview\\_Jan\\_2019.pdf](https://reliefweb.int/sites/reliefweb.int/files/resources/OCHA_Yemen_Humanitarian_Access_Severity_Overview_Jan_2019.pdf)

Figure 1. Project results chain (copied from the Project Appraisal Document)



11. Figure 2 shows the priority map based on a baseline PTI that assigns the above weights to the selected indicators at the governorate level. The areas in red on the map represent areas of higher priority in the country according to the PTI.

**Figure 2. Priority areas or REAL Project interventions in Yemen, based on the four key indicators**



12. The final selection will have to be agreed upon with the government authorities and development partners. In the selected governorates, the project will target around 1000-1200 schools (depending on the number of students per school) in a limited number of both urban and rural districts. All interventions within the second component on strengthening local capacity and system resilience will be undertaken at the governorate level. The same PTI will be applied to selected districts within the chosen governorates.

## 2.2 Project Components

13. The Project has four components:

### *Component 1. Priority interventions to sustain access and ensure learning*

14. Under this component, the project will finance a school package, i.e., activities that will ensure a minimum functioning of a target school by ensuring that four key elements are available: (i) Support to

teachers; (ii) School feeding; (iii) Learning materials and school supplies, and (iv) Rehabilitation of school infrastructure in target schools. Pedagogical supervisors will play a role in this activity. The objective of this component is to provide children in the target schools access to adequate and safe learning spaces and thus to sustain access and support learning at basic education level.

#### *Subcomponent 1.1. Support to teachers*

15. The proposed project will finance support to teachers to ensure quality teaching and learning in the classroom. Teachers will be trained in: (i) early grade instruction of numeracy and literacy as well as pedagogical skills, (ii) psycho-social support, and (iii) learning assessment. The proposed project will further support teachers and school-based staff on the official payroll and temporary teachers in schools with a demonstrated teacher shortage with performance-based cash transfers (monthly YER equivalent to US\$50). Cash transfers will be provided conditional to regular teacher attendance (at least 75 percent). The proposed project will also target rural female teachers with allowances (monthly YER equivalent to US\$145). There will be full impartiality, neutrality and equity with regards to the payment of incentives to teachers. In addition, a simple learning assessment will be conducted in target schools. This assessment will serve multiple purposes, including providing teachers with independent evaluation of student progress in learning. It will also serve to inform project monitoring purposes.

#### *Subcomponent 1.2. School feeding*

16. This activity aims to provide school feeding in targeted areas with the objective to mitigate against food insecurity and malnutrition among children and thus increase their learning capacities. School feeding would also provide direct incentives for children to enrol and remain in formal schooling. School feeding includes school snacks (date bars, high-energy biscuits) as well as locally produced warm meals through the provision of healthy school kitchens in a subset of target schools. The school kitchens program has several positive externalities with 75 percent of recruited staff being women who receive salaries, regular medical check-ups, and training sessions on e.g., hygiene practices.

#### *Subcomponent 1.3. Distribution of learning materials and basic school supplies*

17. This activity includes the development, procurement, and distribution of high-quality instructional materials. Literacy and numeracy skills textbooks and teacher guides for grade 1 are available and need to be printed. For grades 2-3, the materials will be developed under the proposed project. In addition, schools will be equipped with the necessary basic school supplies for both teachers and students, such as school bag kits, notebooks, pencils, erasers, and scissors, etc.

#### *Subcomponent 1.4. School infrastructure improvements*

18. This activity aims at improving school infrastructure needed for an inclusive and accessible school environment. Prior to implementing this activity, a school-specific needs assessment will be conducted. As determined by school-specific needs eligible school infrastructure improvements can include rehabilitating WASH facilities (water points, sewage system and gender-segregated latrines to encourage girls' enrolment and attendance), minor classroom repairs, boundary walls, procurement of school furniture such as chairs and tables, procurement of materials to adapt to climate change impacts or natural disaster (such as flooding or drought), setting up temporary learning facilities and similar interventions that would promote an inclusive and accessible school environment. To ensure sustainability of previous investments, this subcomponent will also finance the maintenance of solar panels in 232 schools.

### **Component 2. Strengthening local capacity and system resilience**

#### *Subcomponent 2.1: Alternative learning*

19. This sub-component aims to deliver remote alternative learning to basic education school-age children in the targeted governorates, when their schools close or are interrupted either due to COVID-19 or other reasons such as ongoing conflict, insecurity, or extreme weather events/natural disasters. A task force within the MOE to oversee the delivery of national alternative learning programs has already been established and will be reinforced to include female representation to ensure gender diversity in

decision-making. The project will finance the setup of a foundation for a multi-modal alternative learning program for grades 1-9, based on the findings from the Joint Education Needs Assessment (JENA), currently being undertaken by Education Cluster partners. The main activities under this component would include the development rollout of alternative learning modalities, ensuring an equal distribution among female and male students, with the teachers playing a vital role with the identification and refinement of content for remote education delivery; and the provision of remote pedagogical assistance. These programs could be in the form of self-education and/or home-based material, and remedial programs, among others. This subcomponent could also scale up the use of local education technologies to complement learning of schools in target districts.

#### *Subcomponent 2.2. Strengthening local capacity for managing education*

20. The objective of this sub-component is to strengthen: (i) education management capacity, including strengthening of Education Management Information Systems (EMIS), at the MOE (including the MOE-affiliated project management unit [PMU]) and target governorates and districts to effectively address key education challenges; and (ii) basic schools' capacity to implement and coordinate education activities in a more effective and efficient manner. This seeks to build resilience and capacity for recovery. Building on the high degree of resilience of local communities in the country, this subcomponent includes reinforcing the involvement of the communities and parents in engaging in education, with the objective to feed into a more robust development program, potentially in a second phase of the proposed project. This is expected to strengthen the provision of education services that respond to needs of each school and social accountability. More specifically, this subcomponent will strengthen the capacity of education officials at MOE, governorate and district level by: (a) conducting a comprehensive education management capacity assessment at the MOE level as well as in target governorates and districts; (b) training for education officials including officers at the MOE, governorate and district level, strengthen school leadership capacity of school principals, administrators, and pedagogic supervisors; and (c) implementation of the EMIS strategic roadmap.

### ***Component 3. Project Support, Management, Evaluation and Administration***

21. Component 3 will cover the cost of the Implementing Agencies associated with project management, such as fees, direct costs related to implementation support, management, audit, environmental and social aspects, and overall monitoring and evaluation (M&E) to ensure satisfactory project implementation. The component will also finance Third-Party Monitoring (TPM), with terms of reference (TORs) satisfactory to IDA, and the establishment and maintenance of Grievance Redress Mechanisms (GRMs) as needed.

### ***Component 4. Contingent Emergency Response***

22. The objective of this component is to provide immediate response to an eligible crisis or emergency following the procedures governed by paragraph 12, Section III of the Bank Policy, Investment Project Financing. There is a possibility that, during project implementation, a natural disaster, epidemic or another emergency may occur, which would cause a major adverse economic and/or social impact. In anticipation of such an event, the Contingent Emergency Response Component (CERC) allows the Implementing Agencies to receive support by reallocating funds from other project components or serving as a conduit to process additional financing from other funding sources for eligible emergencies to mitigate, respond to and recover from the potential harmful consequences arising from the emergency. Disbursements under this subcomponent will be subject to the declaration of emergency by Yemen, the international community, or the UN.

## **2.3 Implementation arrangements**

23. The World Bank is financing the REAL Project, under the provisions of World Bank OP 10.00, paragraph 12, Projects in Situations of Urgent Need of Assistance or Capacity Constraints. The Project will be implemented by three organizations UNICEF, WFP, and SCI (*hereafter referred to as the Implementing Agencies*), under three separate financing agreements. Each of the agencies brings to the

Project well-established and tested stakeholder expertise and experience. WFP will implement the school feeding activities, SCI will implement the activities related to teacher training, development of learning materials and learning assessments, while UNICEF will supervise the implementation of the remaining activities (teacher incentives, including support to RFTs, school supplies, school rehabilitation, education management capacity development, including for EMIS). UNICEF may in turn contract a national agency for specific activities, while monitoring and supervising their implementation. UNICEF and Save the Children will be jointly responsible for the capacity development activities, with Save the Children focusing on school levels and UNICEF focusing on national, governorate and district levels. The proposed responsibilities by organization are shown in Table below.

**Table 2. Implementing Arrangement by Activity<sup>9</sup>**

Activity	Responsibility
Performance-based teacher incentives	UNICEF
Rural female teachers	UNICEF
Teacher training + Learning assessment / Classroom observations / Spot checks	Save the Children
Development, printing and distribution of learning materials	Save the Children
Distribution of school supplies (pencils, paper, etc.)	UNICEF
School feeding	WFP
Minor rehabilitation of school infrastructure (incl. WASH)	UNICEF, with a national partner for some activities (TBC)
Alternative learning: Development and roll-out of self- education / home-based learning material	Save the Children
Capacity building <ul style="list-style-type: none"> <li>• MOE, governorates and district level officials / EMIS</li> <li>• School principals and administrators / pedagogical supervisors</li> </ul>	<ul style="list-style-type: none"> <li>• UNICEF</li> <li>• Save the Children</li> </ul>

24. A national organization is expected to be subcontracted be a partner in the implementation of school rehabilitation activities. Supervision, technical guidance, and monitoring of implementation, including subcontracting would be managed by UNICEF, in accordance with its rules and regulations, and conditional to the conduct of appropriate assessments, due diligence, and risk analysis.

25. UNICEF, WFP, and Save the Children have well-established institutional and implementation mechanisms for delivering project activities in Yemen. The Implementing Agencies will also closely work with the MOE-affiliated PMUs, who play a key role in coordinating and liaising between education authorities and development partners. The MOE-affiliated PMUs will also be involved in the monitoring of and follow-up on project implementation.

26. UNICEF, WFP, and Save the Children will each have a team in place that will oversee the day-to-day management of the project, including fiduciary, environmental and social aspects, as well as monitoring and reporting. Local Implementing Partners will also have a role under each of the three main organizations. UNICEF's local implementing partners would include partners for school rehabilitation, payment agents, third party monitors, and other local suppliers and distributors. WFP's local implementing partners include NGOs, suppliers, and contractors for delivery and transportation. SCI will not have local implementing partners, but will use suppliers and short-term contractors for the transport of learning materials.

<sup>9</sup> This Table is copied from the Project Appraisal Document

### **2.3.1 Coordination**

27. All three Implementing Agencies are currently working in Yemen and exchanging information as part of their participation in partner meetings. In the context of the project, partners have agreed to set up a more formal coordination committee for increased efficiency and ensure efficacy. This committee will hold meetings on a regular basis to secure maximum synchronization of their activities, evaluate progress, address bottlenecks, and consolidate annual work plans (in line with the academic school year). Frequency of meetings, attendance, communication tools, etc. will be developed in the Project Operations Manual (POM). In particular, the collection of and reporting on indicators (including methodology, tools, devices, etc.) to inform the result framework and progress on implementation will be discussed and agreed among Implementing Agencies with the support of the Bank. It is anticipated that UNICEF will take a leading role in coordination of the Implementing Agencies, including management of the project TPMA and consolidation of project reporting. Coordination with MOE and its affiliated PMUs will also continue to be key in the day to day follow up on implementation progress.

28. TPM. As indicated above, a TPM firm with proven international experience in similar countries will be recruited by UNICEF based on ToRs acceptable to the Bank, covering the overall project activities. ToRs will be part of the POM. The TPM will evaluate, inter alia, activities on the ground, progress, technical quality and existence of outputs and achievement of impact. The TPM will produce periodic reports to be sent promptly to the Implementing Agencies and the Bank.

### **2.3.2 Project Operational Manual**

29. A detailed POM will be finalized for all project components within four months of effectiveness. It will be developed in collaboration with the MOE. The POM will be subject to the World Bank's non-objection. The POM will detail the role and responsibilities of Implementing Agencies (organization chart and matrix of responsibilities), implementing processes, roles and responsibilities of key stakeholders and coordination mechanisms. The POM will be regularly updated to reflect changes in the operating environment that have an impact on project implementation. Given the fluid situation in Yemen, flexibility in project implementation is key. Each organization will be responsible for developing its own sections for its activities within the POM.

## 3. Legal and Institutional Framework

30. This ESMF is prepared to:

- meet the requirements of the World Bank’s Environment and Social Standards (ESS), including the World Bank Group Environment, Health and Safety (EHS) Guidelines, and other guidelines and guidance
- comply with national environmental and social laws and regulations.

### 3.1 World Bank Requirements

#### 3.1.1 World Bank Environmental and Social Framework

31. The World Bank Environmental and Social Framework (ESF) sets out the World Bank’s Commitment to sustainable development. It includes a set of ten Environmental and Social Standards (ESSs) that establish the mandatory requirements that the Borrower and the projects must meet through the project life cycle:

- ESS 1** Assessment and Management of Environmental and Social Risks and Impacts
- ESS 2** Labor and Working Conditions
- ESS 3** Resource Efficiency and Pollution Prevention and Management
- ESS 4** Community Health and Safety
- ESS 5** Land Acquisition, Restrictions on Land Use and Involuntary Resettlement
- ESS 6** Biodiversity Conservation and Sustainable Management of Living Natural Resources
- ESS 7** Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities
- ESS 8** Cultural Heritage
- ESS 9** Financial Intermediaries
- ESS 10** Stakeholder Engagement and Information Disclosure.

32. Only ESS1, ESS2, ESS3, ESS4 and ESS10 are deemed relevant to the Project. The standards establish objectives and requirements to avoid, minimize, reduce, and mitigate environmental and social risks and impacts, and to compensate for or offset any residual impacts. In the context of the REAL Project, the Implementing Agencies shall address the Project’s environmental and social risks as part of the environmental and social assessment process, in accordance with ESS1.

#### 3.1.2 Environmental and Social Risk Classification

33. The World Bank has classified the overall environmental and social risks of the REAL Project as substantial. Environmental risks are rated as moderate, while social risks are rated as substantial). The World Bank will review the risk classification assigned to the project on a regular basis, including during appraisal and implementation, and will change the classification where necessary, to ensure that it continues to be appropriate. Any change to the classification will be disclosed on the World Bank’s website.

#### 3.1.3 Environmental and Social Commitment Plan

34. In the context of the REAL Project, the Implementing Agencies have developed and will implement an Environmental and Social Commitment Plan (ESCP) that sets out the measures and actions required for the project to achieve compliance with the ESSs over a specified timeframe. The ESCP was agreed with the World Bank, was disclosed before project appraisal, and forms part of the legal agreement.

### 3.1.4 Labour Management Procedures

35. Under ESS2 on Labour and Working Conditions, the Implementing Agencies must develop labour management procedures (LMP) for the REAL Project. The LMP is a chapter of this ESMF.

### 3.1.5 Environment, Health and Safety Guidelines

36. The ESF also requires all projects to apply the relevant requirements of the World Bank Group Environmental, Health and Safety Guidelines (EHSGs)<sup>10</sup>. These are technical reference documents, with general and industry specific examples of Good International Industry Practice (GIIP). They define acceptable pollution prevention and abatement measures and emission levels in World Bank financed projects.

37. The EHS Guidelines contain the performance levels and measures that are generally achievable in new facilities by existing technology at reasonable costs. Application of the EHS Guidelines to existing facilities may involve the establishment of site-specific targets, with an appropriate timetable for achieving them.

38. The application of the Guidelines to existing facilities may involve the establishment of site-specific targets with an appropriate timetable for achieving them. The environmental assessment process may recommend alternative (higher or lower) levels or measures, which, if acceptable to the World Bank, become project - or site-specific requirements.

39. If less stringent levels or measures than those provided in the EHS Guidelines are appropriate, in view of specific project circumstances, a full and detailed justification for any proposed alternatives is needed as part of the site-specific environmental assessment. This justification should demonstrate that the choice for any alternate performance levels is protective of human health and the environment. When host country regulations differ from the levels and measures presented in the EHS Guidelines, projects are expected to achieve whichever is more stringent.

40. In the context of the REAL Project, the Implementing Agencies will use the General EHS Guidelines<sup>11</sup>, and the Water and Sanitation EHS Guidelines<sup>12</sup>. The General Guidelines cover environmental, occupational health and safety, and community health and safety related risks.

### 3.1.6 Stakeholder Engagement and Information Disclosure

41. ESS10 requires that the Implementing Agencies implement a Stakeholder Engagement Plan (SEP) proportionate to the nature and scale of the project and its potential risks and impacts. The SEP is a standalone document that was prepared and disclosed prior to appraisal. It:

- Describes the timing and methods of engagement with stakeholders throughout the life cycle of the project, distinguishing between project-affected parties and other interested parties.
- Describes the range and timing of information to be communicated to project-affected parties and other interested parties, as well as the type of information to be sought from them.
- Takes 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.
- Sets out how communication with stakeholders will be handled throughout project preparation and implementation.
- Describes the measures that will be used to remove obstacles to participation, and how the views of differently affected groups will be captured. Where applicable, the SEP will include

<sup>10</sup> A complete list of industry-sector guidelines can be found at:

[www.ifc.org/ifcext/enviro.nsf/Content/EnvironmentalGuidelines](http://www.ifc.org/ifcext/enviro.nsf/Content/EnvironmentalGuidelines).

<sup>11</sup>

<https://www.ifc.org/wps/wcm/connect/e22c050048855ae0875cd76a6515bb18/Final%2B-%2BWater%2Band%2BSanitation.pdf?MOD=AJPERES>

<sup>12</sup>

<https://www.ifc.org/wps/wcm/connect/e22c050048855ae0875cd76a6515bb18/Final%2B-%2BWater%2Band%2BSanitation.pdf?MOD=AJPERES>

differentiated measures to allow the effective participation 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.

42. When the stakeholder engagement with local individuals and communities depends substantially on community representatives, the Implementing Agencies will make reasonable efforts to verify that such persons do, in fact, represent the views of such individuals and communities, and that they are facilitating the communication process in an appropriate manner.

#### *Grievance Mechanism*

43. ESS10 also requires that the Implementing Agencies propose and implement a grievance mechanism as part of their SEP to receive and facilitate resolution of concerns and grievances of project-affected parties related to the environmental and social performance of the project in a timely manner.

44. The grievance mechanism must be *proportionate to the potential risks and impacts of the project and will be accessible and inclusive. Where feasible and suitable for the project, the grievance mechanism will utilize existing formal or informal grievance mechanisms, supplemented as needed with project-specific arrangements.*

- The grievance mechanism is expected to address concerns 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. The mechanism, process or procedure will not prevent access to judicial or administrative remedies. The Borrower will inform the project-affected parties about the grievance process in the course of its community engagement activities, and will make publicly available a record documenting the responses to all grievances received
- 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 parties. The mechanism will also allow for anonymous complaints to be raised and addressed.

#### *Information Disclosure*

45. The World Bank requires that all documents provided by the Implementing Agencies meet the requirements of the World Bank Policy on Access to Information. The Policy requires that the Implementing Agencies provide sufficient information about the potential risks and impacts of the Project for their consultations with its stakeholders. Such information will be disclosed in a timely manner, in an accessible place, and in a form and language understandable to project-affected parties and other interested parties as set out in ESS10, so they can provide meaningful input into project design and mitigation measures.

46. The Implementing Agencies each disclosed the ESCP and SEP for the REAL project prior to Project appraisal.

#### *Contingent Emergency Response Component<sup>13</sup>*

47. The World Bank requires all activities financed through the Contingent Emergency Response Component (CERC; Component 4 of the Project) to meet ESF requirements, keeping in mind that this requirement only applies once the CERC is triggered. CERC activities will rely as much as possible on the Project's environmental and social instruments.

48. If the CERC is activated, the World Bank will advise the Implementing Agencies on the following elements:

- Confirming which activities can proceed on the basis of the provisions of the CERC-ESMF,

---

<sup>13</sup> This section is based on Paragraphs 17 of the World Bank Guidance on Contingent Emergency Response Components (CERC) (16 October 2017)

with no additional environmental or social assessment, and which ones require assessment (and at what level) prior to being initiated.

- Rapidly assessing the environmental and social baseline of the planned CERC activities and locations based on readily available information.
- Determining the sequencing and implementation plan for:
  - Mobilizing technical assistance and funding to prepare any additional safeguard instruments, e.g., Environmental and Social Management Plan, Resettlement Action Plan, etc.
  - Preparing the safeguards instruments and carrying out their Bank review, revisions, clearance, and approval.
  - Consultations and disclosure.
  - Establishing roles and responsibilities for safeguards implementation, and monitoring.
  - Estimating the costs for safeguards preparation and implementation.
- If CERC activities exceed the scope of the original PDO and thus this ESMF, the Implementing Agencies might be called on to prepare a supplemental CERC-ESMF as part of an eventual Project restructuring.<sup>14</sup> The CERC-ESMF would include a screening process for the potential activities, the institutional arrangements for environmental and social due diligence and monitoring, any needed capacity-building measures, and generic guidance on emergency small-scale civil works. It would also indicate which kinds of emergency response actions can proceed with no additional environmental or social assessment, and which ones would require assessment (and at what level) prior to being initiated. It may also identify trade-offs, where required short-term responses could create longer-term risks that need to be managed.
- Given the uncertainties and rapid changes inherent in emergency situations and responses, the CERC-ESMF would be built around a flexible, “adaptive management” approach, i.e., with emphasis on monitoring of key outcomes and mechanisms to feed information rapidly and effectively into decision-making and management.
- The Implementing Agencies will use the same institutional framework and the same screening process and criteria for the CERC as for the other Project components.

## 3.2 National Requirements and Policies

49. The Republic of Yemen (RoY) has drafted policies, developed sectoral legislation and implementation procedures, established institutions responsible for environmental management, and joined international conventions. The ongoing conflict has considerably weakened the capacity of the assigned institutions to implement policies and existing laws and thus the enforceability of Yemen’s environmental and social management framework is weak or non-existent in some cases.

***Therefore, the use of Yemen’s environmental and social management framework is not considered for the Project. Nonetheless, the Implementing Agencies will abide national laws and regulations.***

### 3.2.1 National Environmental Action Plan

50. The foundational document for environmental management in Yemen is the National Environmental Action Plan (NEAP) that the ROY prepared in 1995, with the support of the UNDP and the World Bank. The NEAP defines priority actions regarding key environmental issues such as water resources, land resources, natural habitats, and waste management.

### 3.2.2 Environmental Protection Law

51. The Environmental Protection Law (Law 26/1995; EPL) was enacted in 1995 in the wake of the

---

<sup>14</sup> No additional ESMF needs to be prepared for the Project if CERC activities are within the scope of the original PDO.

NEAP. It constitutes the framework environmental legislation for Yemen, including provisions for environmental protection, the issuance of permits, and the requirement to prepare Environmental Impact Assessments (EIAs). The provisions of the law are implemented through By-Law 148/000.

52. The law is also designed to: (i) incorporate environmental considerations in economic development plans at all levels and stages of planning, (ii) protect the national environment from activities practiced beyond national boundaries, and; (iii) implement international commitments ratified by the RoY in relation to environmental protection, pollution control, the conservation of natural resources, and global environmental issues such as the depletion of the ozone layer and climate change.

#### *Environmental Protection Authority<sup>15</sup>*

53. The EPL established an Environmental Protection Council (EPC) and granted it power to take all measures necessary to protect and improve the quality of environment and to prevent pollution of the environment. Decree 101/2005 established the Public Environmental Protection Authority (EPA) to replace the EPC and lays down its objectives, tasks, and management. The functions assigned to the EPA include:

- preparing and executing appropriate policies/strategies/plans to protect the environment
- conducting environmental surveys
- assessing areas/resources/species to be protected through necessary measures conserving the ecosystem including flora and fauna, wild and marine life as per existing laws and monitoring their application
- developing legislative proposals for environmental protection in coordination with other agencies involved
- developing a National Emergency Plan to combat natural disaster and environmental pollution in consultation with the agencies concerned implementing environmental protection law and other relevant laws/regulations
- reviewing EIA studies for public /private sector projects for giving clearance and monitoring their execution
- coordinating relevant programs/activities with national, regional, and international agencies and organizations
- recommending necessary laws, regulations, and systems to protect the environment, in accordance with regional and international agreements on environmental protection
- collecting data, assessing and evaluating the status of the environment, and setting up suitable monitoring systems
- laying down appropriate standards for protecting the environment from pollution and formulating policy guidelines to combat industrial pollution and protect animal, plant and marine ecology

#### *Environmental Impact Assessments*

54. The EPL requires the preparation of EIAs for projects proposed by the public and private sectors. The proponent is responsible to undertake the EIA, but the report may be prepared by the proponent or the competent authority or both. Line ministries and Government bodies commission EIA studies at the request of funding agencies and seek the advice of the EPA.

55. The EPA is responsible for implementing screening procedures, assisting in the scoping, evaluation, and approval of the Environmental Impact Statement (EIS). However, there is still no regulatory framework to support the implementation of the EPL and the provision of undertaking EIAs for projects is not strictly enforced, particularly for projects that are not internationally funded.

56. Given the current context, modifications to the EIA procedures are not expected during the project.

---

<sup>15</sup> The information regarding the Environmental Protection Authority is purely indicative, as the EPA will not play any role during Project implementation.

Current procedures will be considered, but there is no expectation at this point that the EPA will review the Project's safeguard instruments.

#### *National Environmental Standards and Specifications*

57. The former Environment Protection Council (EPC) issued environmental standards and specifications as annexes to the Executive Regulations, covering potable water quality, wastewater quality for agriculture, and ambient air quality, emissions, noise, biodiversity, and protected areas. These include standard application forms intended for use by all relevant government bodies.

58. The EPC has released draft standards for wastewater quality and air quality, but a comprehensive set of standards is not yet available. In their place international standards, primarily those of the World Health Organization (WHO) are used.

59. Decree 148/2000 sets permissible limits for pollutants for use by all government bodies.

### **3.2.3 Water Law<sup>16</sup>**

60. The Water Law (Law 33/2002, updated by Law 41/2006) regulates water supply and sanitation. The structure of water sector institutions consists of two national-level ministries (the Ministry of Water and Environment: MoWE, and the Ministry of Agriculture and Irrigation: MAI) and an intermediate-level water authority (National Water Resources Authority: NWRA). According to the amended water law and its by-law, the MoWE/NWRA are jointly responsible for organizing and developing water resources. The MAI is responsible for formulating policies and legislation that regulate the use of the irrigation water in line with the national water policies and plans and under the umbrella of the National Water Sector Strategy and the Investment Program (NWSSIP). The MoWE is the lead ministry for the oversight of water resources and water service provision, including in rural areas. The MoWE also supervises local water companies/corporations (public utilities) and all water suppliers (including private) to the domestic and industrial sectors.

61. Each water supply and sanitation Local Corporation has a Decree issued at the date of its establishment that stipulates the provisions and rules to govern and manage the LC, as well as the functions, tasks, and responsibilities of interrelated public bodies. Each LC provides water supply and sanitation service to all customer groups in a specified area.

#### *Water Supply and Wastewater*

62. The Water Law (Law of 33 of 31 August 2002, amended by Law 41 of 2006) governs water supply and wastewater.

63. Article 54 of the Law gives MoWE "the authority to protect the water resources from contamination, preserve its standard quality, and prohibit activities that lead to its contamination or deterioration of its standards and combat cases of emergency contamination in cooperation with the relevant and competent authorities.

64. The following articles of the Water Law will be relevant to the Project rehabilitation activities affect the disposal of wastewater:

- **Article 54** indicates that the concerned competent agencies shall, in coordination with the MoWE, issue licenses for: (i) the disposal of waste, sludge, waste water, oils and specify locations and methods of their disposal and construction of their facilities; (ii) reuse of treated water sewerage effluents according to the approved standards and specifications; and (iv) construction of sewerage networks and desalination plants according to the relevant laws.
- **Article 56** states that it is not permissible to carry out activities related to transporting or discharging polluted waste, whatever its source, or authorizing the establishment of any

---

<sup>16</sup> Based on the National Water Sector Strategy and Investment Program (original NWSSIP, 2004), and Dire Straits: The Crisis Surrounding Poverty, Conflict, and Water in the Republic of Yemen (World Bank, 2017)

industrial facilities whose waste leads to the pollution of water resources or the deterioration of its quality, except after providing the Authority with an assessment study of the environmental impacts of these activities or facilities. Relevant to the protection of the environment by granting the necessary permits in coordination with the Authority.

- **Article 57** states that all natural and legal persons/entities are prohibited from discharging any industrial, agricultural, commercial, or medical waste into the public sewage network unless after obtaining a prior permit from the authority concerned with operating the network specifying the level of purification in accordance with approved technical specifications.

### 3.2.4 Labour

65. The Labour Code (Law 5/1995) requires employers to address Occupational Health and Safety issues, including ventilation and lighting of workspaces; protection from emissions (gas, dust, etc.) hazards; protection from machine accidents and hazards; provision of gender-specific toilet facilities; provision of safe drinking water for workers; basic firefighting equipment and emergency exits; provision of appropriate personal protection equipment; fair compensation; access to periodic medical examinations; availability of first aid.

66. The Labour Law regulates the rights and wages of workers, their protection, occupational health and safety. In addition, the Social Insurance Law regulates retirement compensation.

#### *Gender*

67. The Labour Code states that women are equal to man in all aspects without any discrimination, and that equality should be maintained between women and men workers in recruitment, promotion, wages, training, social insurance. It also regulates work time for pregnant women.

68. Yemen also ratified the Convention on Elimination of all Forms of Discriminations Against Women (CEDAW) in 1984, and prepared a National Strategy for Women Development in 1997, which was updated in 2015. Implementation of CEDAW is delegated to relevant ministries and authorities (Decree 55/2009). Based on amendments proposed by the Women National Committee, 24 laws were amended to ensure building gender balance in accordance with the convention.

#### *ILO Fundamental Conventions*

69. Yemen has ratified ILOs eight “fundamental” Conventions, covering subjects that are fundamental principles and rights at work:

1. Freedom of Association and Protection of the Right to Organize Convention, 1948 (No. 87)
2. Right to Organise and Collective Bargaining Convention, 1949 (No. 98)
3. Forced Labour Convention, 1930 (No. 29) (and its 2014 Protocol)
4. Abolition of Forced Labour Convention, 1957 (No. 105)
5. Minimum Age Convention, 1973 (No. 138)
6. Worst Forms of Child Labour Convention, 1999 (No. 182)
7. Equal Remuneration Convention, 1951 (No. 100)
8. Discrimination (Employment and Occupation) Convention, 1958 (No. 111)

70. Law 7/2001 ratified ILO Convention Number 138 on Minimum Age for Admission to Employment. ILO Convention 182 on the Worst Forms of Child Labour refers to child labour as work that is mentally, physically, socially or morally dangerous and harmful to children; and interferes with their schooling by depriving them of the opportunity to attend school, by obliging them to leave school prematurely; or by requiring them to attempt to combine school attendance with excessively long and heavy work. Nonetheless, drawing a line between “acceptable” forms of work by children and child labour can prove difficult, as it depends on the child’s age, the types of work performed, and the conditions under which it is performed.

### 3.2.5 International Conventions

71. The RoY is party to several relevant international environmental agreements, the most important

of which are:

Convention	Ratified
World Heritage Convention (UNESCO)	07/01/1995
International Convention on Civil Liability for Oil Pollution Damage (CLC)	04/06/1979
The Convention on Biodiversity (CBD)	03/12/1995
The United Nations Framework Convention on Climate Change (UNFCCC)	21/02/1996
Kyoto Protocol (Yemen is not yet a party to the Paris Climate Agreement)	15/09/2004
The United Nations Convention on Combating Desertification (UNCCD)	14/01/1997
The Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal	21/02/1996
Convention on Wetlands of International Importance Especially as Waterfowl Habitat	08/02/2008
Law of the Sea	13/04/1991
The Montreal Protocol on Substances that Deplete the Ozone Layer	21/02/1996
Stockholm Convention on Persistent Organic Pollutants	09/01/2004

72. In general, national agencies are not currently able to handle the technical complexities and reporting requirements of international agreements. Project activities are not expected to be in breach of any international agreement to which the RoY is a party.

### 3.3 UNICEF

73. UNICEF's Social and Environmental Sustainability Standards and Procedures (SESSP) are an integral component of UNICEF's quality assurance and risk management approach to programming. They are applied to all UNICEF projects, including the REAL Project. The following table presents the key elements of UNICEF's SESSP.

**Table 3. Key Elements of UNICEF's SESSP**

Overarching Policy	Programme/Project Structure and Standards	Implementation Procedures: Social and Environmental Management System Requirements
<p><b>Principle 1.</b> Leave No One Behind</p> <p><b>Principle 2.</b> Human Rights Approach, Gender Equality and Women's Empowerment</p> <p><b>Principle 3.</b> Sustainability and Resilience</p> <p><b>Principle 4.</b> Accountability</p>	<p><b>Standard 1.</b> Labor and Working Conditions</p> <p><b>Standard 2.</b> Resource Efficiency and Pollution Prevention</p> <p><b>Standard 3.</b> Community Health, Safety, and Security</p> <p><b>Standard 4.</b> Land Acquisition/Displacement and Involuntary Resettlement</p> <p><b>Standard 5.</b> Biodiversity, Conservation and Sustainable Natural Resource Management</p> <p><b>Standard 6.</b> Indigenous People</p> <p><b>Standard 7.</b> Cultural Heritage</p> <p><b>Standard 8.</b> Climate Changes and Disaster Risks</p>	<p>Approach to Implementation</p> <p>Application of the Standards to Donor Proposals</p> <p>Use of Country or Partner Safeguard Systems</p> <p>Stakeholders Engagement and Accountability</p> <p>Monitoring, Reporting and Compliance</p>

74. The SESSP underpin UNICEF's commitment to mainstream social and environmental sustainability across all programming to support sustainable development. Through application of the SESSP, UNICEF enhances the consistency, transparency and accountability of its decision-making and

actions, improves performance, and strengthens achievement of sustainable development outcomes. The objectives of the standards are to:

- Strengthen the quality of programming by ensuring a principled approach
- Avoid adverse impacts to people and the environment
- Minimize, mitigate, and manage adverse impacts where avoidance is not possible
- Strengthen UNICEF and partner capacities for managing social and environmental risks
- Ensure full and effective stakeholder engagement, including through a mechanism to respond to complaints from project-affected people

75. UNICEF also applies the following policies, protocols, procedures, and standards to its activities:

- **United Nations Policies and Protocols on Preventing Sexual Exploitation and Abuse.** These policies and protocols outline the requirements and standards of conduct of the United Nations and its staff, including its funds and programmes, to ensure adequate safeguards and appropriate action related to sexual exploitation and abuse (SEA).<sup>17</sup>
- **United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners.** This protocol outlines requirements of the United Nations, including its funds and programmes when working with implementing partners, to ensure adequate safeguards and appropriate action related to sexual exploitation and abuse (SEA). This protocol applies to all offices of the UN when working with implementing partners in all programme contexts. This protocol addresses matters relating to possible and actual sexual exploitation and abuse perpetrated by personnel of implementing partners of the UN.
- **Special Measures for Protection from Sexual Exploitation and Sexual Abuse.** This bulletin of the Secretary General outlines prohibited conduct, and the responsibilities for the prevention of, and process for dealing with allegations of sexual exploitation and abuse of beneficiaries by UN personnel.
- **Strategy to Prevent and Respond to Sexual Exploitation and Abuse and Sexual Harassment.** This document presents UNICEF's vision for preventing and responding to both SEA and SH and sets out concrete strategies and interventions for creating and maintaining a safe and respectful environment for the people UNICEF serves and for UNICEF staff and related personnel. This includes UNICEF staff members, consultants, individual contractors, volunteers, interns, experts on mission, individuals serving on loan to UNICEF, or persons working for UNICEF through an employment agency (hereafter referred to as UNICEF personnel).
- **Policy on Conduct Promoting the Protection and Safeguarding of Children.** This statement of UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children re-affirms UNICEF's long-standing commitment to promote the protection and safeguarding of all children, and to promote the universal understanding that the best interests of the child must be a paramount consideration in all actions affecting children. This Policy applies to UNICEF staff members and non-staff personnel.
- **UNICEF Procedure for a Child Safeguarding Framework.** UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children outlines UNICEF's commitment to minimize risks of harm to children arising from its programmes, operations, personnel, and partners. The UNICEF Child Safeguarding Framework addresses the vetting of personnel and associates, general standards of conduct, specialized standards of conduct, training, performance management, risk management, general procedures for addressing noncompliance, and procedures for implementing and amending this Framework. This Framework applies to all programmatic, administrative, and operational aspects of UNICEF's work.
- **UNICEF Child Safeguarding Personnel Standards.** These personnel standards are

<sup>17</sup> <https://www.un.org/preventing-sexual-exploitation-and-abuse/content/policies-and-protocols>

introduced in the Child Safeguarding Policy. The Personnel Standards clarify obligations in the Child Safeguarding Policy and set out the standards of conduct with respect to child safeguarding that all UNICEF personnel are required to follow, including in their personal lives. The Personnel Standards also set associated vetting, training, and performance management measures.

- **UNICEF Procedure for Managing Risks of Sexual Exploitation and Abuse in Implementing Partnerships.** This procedure establishes requirements for UNICEF offices implementing UNICEF's programme interventions through partnerships with Civil Society Organizations (CSOs) to operationalize the screening of implementing partners (IP) as required by the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners.
- **Strategic Framework for Partnerships and Collaborative Relationships.** This strategic framework outlines the 10 key guiding principles for UNICEF partnerships with civil society and other actors.

### 3.3.1 *Application in the context of the Project*

76. The application of UNICEF's environmental and social requirements in the context of the Project will in no way supersede or diminish the obligation by UNICEF to comply with the environmental and social standards of the World Bank and the laws and regulations of Yemen, as set forth in this ESMF.

## 3.4 WFP

### 3.4.1 *UN Environmental and Social Sustainability Framework*

77. As a United Nations agency, WFP operates under the 2012 UN Environmental and Social Sustainability Framework<sup>18</sup>. The Framework seeks to enhance the environmental and social sustainability of the United Nations, *"thereby contributing to its mission to promote and protect human well-being in line with internationally agreed declarations, conventions, standards and covenants."*

78. The Framework allows the United Nations to:

- Lead by example by enhancing institutional capabilities and credibility through strengthening the internalization of the environmental and social principles it advocates, thereby contributing more effectively to the achievement of internationally agreed goals and targets related to sustainability
- Work safer and smarter by reducing risks and maximizing benefits through an integrated approach to informed decision-making
- Respond more effectively by better addressing emerging issues and stakeholder needs in a timely manner, and by being an attractive and trusted implementing partner
- Leverage knowledge and experience by improved information-sharing and working in a more efficient, coherent, accountable, and transparent manner

79. The Framework identifies collective actions by UN agencies to support, apply, manage, and monitor and evaluate sustainability measures:

- Demonstrate system-wide commitment for the advancement of environmental and social sustainability of the United Nations System through support for a common approach to the use of environmental and social sustainability measures as outlined in the proposed framework.
- Adopt minimum requirements for the internalization of environmental and social sustainability measures across the three entry points.
- Keep the advancement of the use of environmental and social sustainability measures under

---

<sup>18</sup> United Nations. 2012. A Framework for Advancing Environmental and Social Sustainability. <https://sustainabledevelopment.un.org/content/documents/2738sustainabilityfinalweb-.pdf>

review and continue the sharing of knowledge and lessons learned among United Nations entities to strengthen coherence and leverage efficiencies.

- Consider the need for a support and knowledge-sharing function to assist United Nations organizations to internalize enhancement of their environmental and social sustainability measures, build capacity and share learning; and centralize accountability, reporting, and evaluation.

80. As indicated in the Framework:

*“The World Food Programme (WFP) has integrated social and environmental safeguards in its work at the policy, project management and operational levels, where it becomes a way of operating rather than an additional process to employ. The organization aims for proactive engagement related to social and environmental issues. The World Food Programme is integrating a carbon credit initiative into its interventions, providing fuel-efficient stoves to ensure that beneficiaries have access to cooking processes that do not damage the environment and is at an early stage of proactive engagement with its private sector partners to create environmentally neutral packaging. In addition, WFP has policies that function as safeguards for gender, children and HIV/AIDS.*

*WFP has identified climate change as one of the major factors contributing to the vulnerability of populations to food insecurity. The organization views carbon financing as a proactive and innovative approach to encourage resilience-building for community level disaster preparedness, mitigation and adaptation projects that support sustainable livelihoods through regular WFP programmes.”*

### 3.4.2 WFP’s Environmental Policy

81. WFP has developed an Environmental Policy<sup>19</sup> that is applicable to the REAL Project. The policy enhances the focus on accountability, aiming to ensure that WFP’s activities are designed in an environmentally sound manner that avoids harming the environment and maximizes environmental benefits wherever possible. More specifically, WFP’s Environmental Policy aims to support WFP and its partners in:

- i) progressively enhancing the environmental sustainability of activities and operations, improving efficiency and outcomes over time;
- ii) protecting the environment and preventing pollution by managing risks and maximizing the environmental opportunities of all activities and operations;
- iii) minimizing the carbon footprint and increasing the resource-efficiency of operations and facilities management, particularly the management of materials, water, energy and waste;
- iv) aligning WFP’s approach to environmental sustainability with global standards and good international practice, including in donors’ policies and expectations; and
- v) strengthening the understanding and capacities of national governments, cooperating partners, suppliers and, particularly, beneficiary communities in planning and implementing sound activities for food security and nutrition.

82. WFP is committed to promoting these objectives not only in development settings but also in emergency or humanitarian interventions, recognizing that different contexts call for different responses.

83. WFP’s Environmental Policy also establishes a set of guiding principles to inform its implementation in a manner consistent with WFP’s core values and principles such as humanity, neutrality, impartiality, operational independence, centrality of protection, human rights, accountability to affected populations, unity of purpose, integrity and dedication, partnership, accountability and transparency:

- *Systematic consideration of the environment.* WFP will systematically consider the

---

<sup>19</sup> World Food Programme. February 2017. Environmental Policy  
<https://docs.wfp.org/api/documents/WFP-0000019504/download/>

environment from the earliest stages in the design of its CSPs, operations and other activities, seeking to understand the correlations between healthy local ecosystems and the livelihoods of the people it serves.

- *Global requirements.* In designing its activities and operations, WFP will take into account the local regulatory context as well as relevant international treaties, global standards and the requirements of United Nations governing bodies.
- *Mitigation hierarchy.* WFP will work with communities and partners to seek first to avoid then to minimize, mitigate and remediate adverse environmental impacts of food assistance activities and in-house operations. It is more effective and more efficient to avoid and reduce adverse impacts in advance than to remediate them later.
- *Sustainable consumption.* Where feasible, WFP will work with partners to engage local communities in the protection and sustainable use of natural resources, increasing awareness of the linkages between healthy ecosystems and food security.
- *Precautionary approach.* If an activity might harm human health or the environment, measures to prevent potential impacts should be taken even when some cause-and-effect relationships are not fully established.
- *Lifecycle thinking.* WFP's analysis of the environmental impacts of its interventions will take into account the full life cycle of an activity or operation, from acquisition or generation of raw materials to delivery, use, repair, maintenance and final disposal of associated goods and services.
- *Continual improvement.* WFP will identify opportunities to improve its environmental performance and resource-efficiency according to risk management principles and will design actions that are scalable over time, to achieve progressively stronger outcomes for the environment everywhere.

84. The Policy commits WFP to establishing and maintaining a set of core environmental standards, a process for screening and categorizing environmental risk and an environmental management system (EMS). These three commitments align WFP's Environmental Policy with United Nations and other internationally recognized standards. The framework that this policy establishes is informed by WFP's participation in designing and testing the United Nations Framework for Environmental and Social Sustainability.

- *Environmental standards.* WFP will apply general environmental standards to the design, planning and implementation of all its activities and operations. These standards include conservation of biodiversity, protection of natural habitats, including against desertification, sustainable management and efficient use of natural resources, prevention and management of pollution, and climate change mitigation and adaptation. WFP will work with suppliers and cooperating partners to maximize the effectiveness of these standards, recognizing differences in feasibility and the need for awareness raising and capacity development. The standards will complement and build on WFP's existing social protection work and standards. They will be informed by international standards such as the Global Reporting Initiative, in line with globally accepted practice and the safeguards of major partners and finance mechanisms such as the Green Climate Fund, and adapted to WFP's mandate, activities and operations. The standards will be outlined in a WFP guidance document, which will be regularly updated and aligned with developments in the global dialogue on environmental and social sustainability.
- *Environmental risk screening and categorization.* WFP will improve its interim risk screening and categorization process and integrate it into the design of activities under CSPs. Screening procedures will be applied to all new activities related to CSPs or other corporate initiatives at the start of their design. Screening will determine the level of environmental risk of the activity, while categorization will clarify the scope of the assessment and management needed to respond to the risk, taking into account the type and scale of the activity. A two-track screening process will be drawn up to reflect the different timeframes of WFP's emergency and longer-term activities. The screening and categorization process will be described in a WFP guidance document, which will define responsibilities, detail the process's

incorporation into the programme review and other relevant corporate systems, and include support tools and checklists. It will be consistent with WFP's Enterprise Risk Management Policy and its Corporate Risk Register, and with other applicable corporate guidance.

- *Environmental management system.* WFP will ensure that the environmental principles and standards associated with the policy are applied to in-house operations and ongoing activities through the adoption of an EMS, consistent with standard ISO 14001 of the International Organization for Standardization (ISO). The EMS will incorporate and supersede the Greenhouse Gas Emissions Reduction Strategy. It will build on existing advisory and funding mechanisms to support country offices and partners in responding effectively to environmental risks and opportunities, particularly by helping WFP staff to identify “win-win” solutions that deliver cost effective improvements to resource efficiency and financial savings. Sustainable procurement of food, goods and services that applies life-cycle costing will contribute to those solutions. EMS development and implementation will be described more fully in a WFP guidance document defining the main steps and responsibilities and including support tools, checklists and timeframes. By facilitating the continual improvement of ongoing activities, the EMS will complement the screening and categorization process that will be applied to the transformative elements of WFP's work.

### 3.4.3 Application in the context of the Project

85. The application of WFP's environmental and social requirements in the context of the Project will in no way supersede or diminish the obligation by WFP to comply with the environmental and social standards of the World Bank and the laws and regulations of Yemen, as set forth in this ESMF.

## 3.5 SCI

86. The following SCI policies are relevant to the Project. They define internal requirements that apply to all SCI activities, including in the context of this Project, which are comparable to or exceed World Bank ESF requirements.

### 3.5.1 Code of Conduct

87. The Code of Conduct (CoC) contains essential principles and rules that reflect the behaviours and standards SCI expects from its employees, trustees, volunteers, interns, trainees, contractors, consultants, partners, and other representatives working for or on behalf of the organisation in any capacity. It outlines the high standards of integrity and professionalism SCI expects and applies to all its interventions. It sets out an ethical and behavioural framework, which is as relevant and applicable to personal life as it is in daily work.

88. SCI CoC is articulated around commitments under the following principles and standards:

- i) Overarching Principles (including the respects of the UN Convention on the Rights of the Child and the UN Declaration of Human Rights)
- ii) Respect of others and working actively to safeguard children and adults including marginalised groups, and the people served
- iii) Maintain high standards of personal and professional conduct
- iv) Seek to protect the safety and wellbeing of oneself and those carrying out duties for, and representing SCI
- v) Protect Save the Children's Assets and Resources
- vi) Report any incident or concern that relates to, or may relate to, a breach of the Code of Conduct.

89. The CoC also provides clear definitions of the following terms: Child, People Served; Vulnerable Community; Sexual Harassment; Child Safeguarding; Child Abuse; Physical Abuse; Neglect; Emotional Abuse; Sexual Abuse; Exploitation & Child Labour; and Prohibited Parties.

### 3.5.2 *Human Resources Manual*

90. SCI Yemen HR Procedure Manual and related policy contains the official means for SCI to communicate relevant policies and procedures to staff members and outlines guidelines for all employees working within SCI. It is provided to all staff members at the time of signature of the employment contract. The manual covers the following key aspects:

- Employee classifications & types of contracts
- Staff safety & Security, security Incident reporting and communication trees
- Safe working environment & employee well being
- Recruitment, selection of staff and probation period
- Personal behaviour and conduct
- Remuneration & benefits
- Pay procedure, salary, salary advance, allowances, per diem
- Performance management and professional development
- Severances
- Leaves (annual, sick, maternity/paternity, etc.)
- Public holidays and working hours
- Disciplinary actions
- Grievance procedures
- End of contract (termination, resignation, etc.)
- Insurance, accidental and medical care coverage

91. The HR manual refers to a number of SCI policies & procedures that SCI staff commits to follow and abide by. These include: SCI CoC; Child Safeguarding Policy; Anti-Harassment Bullying and Intimidation; PSEA Policy; Social Media Guideline; Anti-Harassment and Bullying Policy; Whistle Blowing Policy; Fraud, Bribery and Corruption Policy; Health, Safety and Security Policy; SCI Global Recruitment and On-boarding Procedure; SCI Safe Recruitment Policy; SCI Disciplinary Policy; Grievance Policy; and Diversity Policy.

### 3.5.3 *Protection from Sexual Exploitation and Abuse (PSEA) Policy*

92. This Policy is specifically concerned with the Protection from Sexual Exploitation and Abuse (PSEA) of adults (i.e., over 18 years, the PSEA of children is dealt with under SCI Child Safeguarding policy). This includes direct or indirect beneficiaries of our programming and adults in the wider communities in which SCI works or who come into contact with SCI work.

93. The Policy contains essential principles and rules that reflect the behaviours and standards expected. It is applicable to all staff, Save the Children members' staff deployed/seconded to SCI, and all third parties: partners, implementing partners, consultants, contractors, visitors and volunteers involved in the work of SCI.

94. The Policy highlight a number of statements related to:

- PSEA awareness
- SEA Prevention
- SEA Reporting
- SEA Response
- Adequate representation of SEA survivors

95. The Policy also provides clear definitions of the following terms: PSEA, Survivor, Representative, Beneficiaries of Direct/Indirect Assistance, Communities, Vulnerable Communities, Contextual Safeguarding, Gender Power Analysis, Sexual Harassment, Sexual Abuse, Grooming; Sexual Exploitation, Sexual Favours, Subject of Concern, Sex Worker, and Consent.

96. The PSEA policy is accompanied by a dedicated PSEA Procedure. This procedure aims to support country offices to have effective safeguarding mechanisms in place and is concerned with the

implementation and operationalizing of the PSEA policy. The procedure sets minimum requirements, key accountabilities within the organisation, and procedural steps related SEA awareness, prevention, reporting and response.

#### **3.5.4 Whistle Blowing Policy**

97. This Policy and the supporting Whistleblowing Procedure provide a mechanism for SCI staff members to report suspected wrongdoings without fear of victimisation, discrimination, or disciplinary action from SCI. It is applicable to all SCI staff members including SCI employees, workers, volunteers, interns, consultants, and member employees on secondment to SCI.

98. The Policy is guided by the Principles of Protection; Accountability; Fairness, Openness and Transparency. It highlights when to report a concern, how to report whistleblowing concerns, and investigation of concerns. It also provides clear definitions of whistleblowing and whistleblower, and is accompanied by a dedicated procedure that:

- Explains how and to whom staff members should report concerns regarding suspected wrongdoing or dangerous, unethical, or illegal practices within SCI or SCI's partners
- Explains how a whistleblowing concern should be dealt with, including investigating whistleblowing concerns
- Ensures that all reports of whistleblowing concerns are taken seriously and handled fairly
- Ensures that staff members who report a whistleblowing concern in good faith – i.e., they genuinely believe the concern to be true, even if it later turns out not to be true – will be protected against victimisation, detrimental treatment, or disciplinary treatment as a consequence of reporting the whistleblowing concern.

#### **3.5.5 Child Safeguarding Policy**

99. This Policy is specifically concerned with safeguarding children, defined as anyone under the age of 18 years. It covers the five categories of child abuse recognized by SCI: sexual abuse, physical abuse, emotional abuse, neglect and exploitation. Other sub-categories may be adopted as needed.

100. The Policy highlights a number of commitment statements related to the availability of Child Safeguarding system; implementation and review of the policy; awareness and prevention of child abuse; personal responsibilities; recruitment/induction/training of staff; Safer Programming; Comprehensive Safeguarding risk assessment; reporting & response; Poor Safeguarding Practice; Child Safeguarding in humanitarian responses; online safeguarding; relevant laws & endorsements (including the United Nations Convention on the Rights of the Child (UNCRC). The UN Secretary General's Bulletin: Special measures for protection from sexual exploitation and sexual abuse (ST/SGB/2003/13) and other applicable international treaties, laws, and conventions; data protection; compliance & Audit; reporting to SCI Board.

101. SCI considers poor safeguarding practices as unacceptable. These occur whenever staff or any other person fail to provide the standard of care and support expected and directed by policies, procedures and training delivered by SCI, and when staff and third parties to whom this Policy applies ignore the rights and welfare of beneficiaries. Continued poor safeguarding practice may cause harm and can become abuse. SCI requires that all instances be reported, and dealt with in line with SCI safeguarding policies and/or disciplinary processes. Examples of poor safeguarding practice include:

- when insufficient care is taken to prevent harm; for example, in failing to complete adequate risk assessments and take mitigating actions
- allowing abusive or concerning practices to go unreported
- placing children or young people in potentially compromising, dangerous or uncomfortable situations with adults, including through the use of technology/social media; ignoring health and safety guidelines
- failing to adhere to SCI's construction policy and procedures
- failing to adhere to supply chain procedures which result in risk or harm to child/children.

102. The Policy also provides clear definitions of the following terms: Child Safeguarding; Child Abuse; Physical Abuse; Neglect; Emotional Abuse; Sexual Abuse, and Exploitation & Child Labour.

103. The operationalisation of the Policy is supporting by the following procedures:

- SCI Child Safeguarding Procedure
- SCI Safer Programming Procedure and Guidelines
- SCI Reporting, Response and Case Management Procedures and Guidelines
- SCI Investigation Procedures and Guidelines
- SCI Child Safeguarding in Humanitarian Procedure
- SCI Child Safeguarding Media and Comms Guidelines

### ***3.5.6 Policy on staff health, safety and security***

104. The Policy outlines the fundamental aspects of SCI's policy for the safety & security management of its assets staff, property and programmes and reputation. It directly applies to all Save the Children International staff both national and International irrespective of the Country they are working. It also applies to consultants, media, donors and all other visitors to Save the Children International country and emergency programmes.

105. The Policy is committed to and guided by the principles of: Senior leadership engagement; informed consent; duty of care; integration of safety and security management into program design, management and decision making process; adequate training to all staff; appointment of Safety and Security Focal Point in each field office; constant analysis of Safety and security situation, trends, risks and threat levels and; adequate budgeting for safety and security management to attain compliance with the safety and security policy, standards, procedures and guidelines.

106. The Policy sets responsibilities for management and workers to ensure compliance to safety and security measures and provide specific provision for staff safety and security training. Finally, the Policy lays out the security management planning, reporting and crisis management measures to be put in place in each programme. This includes the development of safety and security management plans as well as contingency plans.

107. The Policy is also linked to country specific HR Human Resources Manual that set specific provision for staff Health and safety.

### ***3.5.7 Human Trafficking and Modern Slavery Policy***

108. The Policy highlights SCI approach to preventing human trafficking and modern slavery, including through the following means: awareness, prevention, reporting and response. It provides clear definitions of the following terms: Slavery; Servitude; Forced or Compulsory Labour; and Human trafficking

109. SCI does not permit any of its employees, partners, suppliers, sub-contractors, agents or any other individual with which it contracts to engage in any aspect of modern slavery. The term "modern slavery" is widely defined and also includes human trafficking.

110. The Policy applies to all persons working for SCI or on its behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners. SCI expects the same high standards from all its contractors, suppliers and other business partners, and as part of its contracting processes, includes specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children.

111. The Policy underlines SCI zero-tolerance approach to modern slavery and commitment to acting ethically and with integrity in all its business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in SCI's business or in its supply chains. SCI is also committed to ensuring that there is transparency in its own business and in its approach to tackling modern slavery throughout its supply chains, consistent with its

national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including: Modern Slavery Act; US Trafficking Victims Protection Act 2000; USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and International Labour Standards on Child Labour and Forced Labour.

### **3.5.8 Diversity, Equity & Inclusion Policy**

112. SCI's DEI Policy aims to promote equal opportunity in employment and to ban any kind of discrimination based on gender, age, social class, disability, health status, religion, race, and ethnicity. It is part of a wider DEI Strategy and commitments developed by the organisation at global level. It also provides clear definitions of the following terms: cultural Competency; Disability; Diversity; Equity; Inclusion; Positive Action; Protected Characteristics; Unconscious Bias.

113. The rights and obligations set out in this policy apply equally to all SCI employees, whether part time or full time on a permanent or fixed-term contract, and also to associated persons/entities such as Partners, agency staff, contractors, volunteers, and others employed under a contract of service. The policy also applies to all aspects of SCI relationship with employees and to relations between employees at all levels. This includes job advertisements, recruitment and selection, training and development, opportunities for promotion, conditions of service, pay and benefits, conduct at work, disciplinary and grievance procedures, termination, and post termination of employment.

114. The Policy sets clear responsibilities at management and employees' level and defines types of discrimination to be addressed by the organisation: direct discrimination (associative or perceptible); indirect discrimination; victimisation and harassment. Similarly, the policy highlights a number of considerations during the overall employment process (supported by SCI recruitment policy and procedures) and for activities related to personal development and training. Finally, the policy sets specific disposition for DEI commitments monitoring activities and regular reporting.

### **3.5.9 Anti-Harassment and Bullying Policy**

115. This Policy is specifically concerned with providing a safe working environment for all those who work for SCI. It reinforces key messages and expectations to ensure a safe and trusted working environment for all by explicitly identifying that any form of harassment, intimidation, bullying, physical and sexual violence and exploitation is not tolerated within the organisation and by defining those terms. It supplements the behaviours expected of our people described in the SCI Code of Conduct. It is accompanied by a dedicated SCI Anti-Harassment, Intimidation and Bullying Procedure.

116. The Policy applies to all those who work for or represent SCI in any capacity, including trustees, employees, secondees, consultants, volunteers, interns, and contractors. It is based on the following principles:

- Building a safe, trusted and transparent working environment
- ZERO Tolerance for any kind Harassment, Intimidation or Bullying
- Demonstrating good conduct and behaviour (including with respect to Sexual Harassment, Harassment, Intimidation and Bullying)
- Reporting and Responding

117. The Policy highlights that any person who has been subjected to or witnessed Harassment, Sexual Harassment, Intimidation and/or Bullying has the right to raise a complaint and to have their complaint treated seriously, swiftly, sensitively and confidentially. In all cases, individuals will be protected against victimization, retaliation or false accusations that may arise as result of reporting such behaviour.

118. The Policy reviews the responsibility of management and staff in its application and refers to complaints mechanisms to be used to raise concerns or report cases. This includes complaints mechanisms as set in other policies such as the Grievance policy, PSEA policy and Whistle blowing policy.

119. The Policy also provides clear definitions of the following terms: Harassment; Sexual Harassment;

Intimidation; Bullying; Sexual Exploitation; Sexual Abuse and; Discrimination and disrespectful behaviour.

### **3.5.10 Fraud, Bribery and Corruption Policy**

120. The policy and accompanying procedure aim to:

- Set out SCI responsibilities as an organisation and how it will achieve the aim to observe and uphold a zero-tolerance approach to fraud, bribery and corruption in its work including with any third party that SCI engages with
- Provide information and guidance to those working for SCI on how to recognise and deal with fraud, bribery and corruption

121. The Policy applies to SCI staff including agency workers, seconded workers, volunteers, interns, contractors and consultants as well as third parties including partners, suppliers, distributors, agents and advisers.

122. The Policy states that all employees are required to undertake and be able to demonstrate they have completed the compulsory SCI fraud awareness training.

123. The Policy also sets out SCI commitments to prevent, mitigate, report and respond to cases of fraud, bribery and corruption in its programmes.

124. The Policy also provides clear definitions of the following terms: Fraud; Bribery; Corruption; Conflict of Interest and; Third Parties.

### **3.5.11 Grievance Policy**

125. The Policy aims to ensure that employees have an effective way of raising serious dissatisfaction or complaints relating to their (i) conditions of service, (ii) work situation, (iii) working relationships or (iv) any action which SCI has taken or is contemplating taking in relation to that employee. It applies to all employees of SCI. It is accompanied by a dedicated SCI grievance procedure and refers to SCI Disciplinary policy and procedure. The Policy also provides clear definitions of the following term: Grievance.

126. To ensure effective implementation, the Policy states that grievance procedures must be in place for national staff in each of the countries in which SCI operates, including all country offices, regional offices, advocacy offices and the centre; a grievance procedure for staff on international contracts must also be in place. All grievance procedures must be compliant with local legislation.

127. The grievance Policy is committed to and guided by the following principles:

- In all cases, managers should address grievances promptly and should not unreasonably delay meetings, decisions or confirmation of those decisions
- Managers should act consistently in relation to grievances, and this should be monitored by HR
- Where appropriate, investigations should be carried out to establish the facts of the case
- Employees should be allowed to be accompanied at any formal grievance meetings by a work colleague
- Employees should be allowed to appeal against any formal decision made

128. Exceptions to the grievance policy:

- Where the grievance may be related to, or could be connected with, an employee's work with children and young people, SCI Child Safeguarding Policy must be adhered to in conjunction with this policy
- Where the grievance may be related to fraud, SCI Fraud Policy must be adhered to in conjunction with this policy
- The procedure set out in the policy is to provide a fair and thorough way for complaints to be

dealt with as promptly as possible taking into account the geographical spread of the organisation

129. The policy outlines grievance procedure and procedure in case of overlapping grievance and disciplinary cases.

### ***3.5.12 Standard Operating Procedures to decrease the spread of COVID-19 in office or workplace***

130. The procedures highlight awareness on risks factors; steps to follow to decrease the spread COVID-19 in office; respiratory etiquette and hand hygiene for employees, customers, and worksite visitors; routine environmental cleaning and disinfection, and precautionary measures to be followed.

131. The procedure is a living document that is updated as per context and situational needs.

### ***3.5.13 Application in the context of the Project***

132. The application of SCI's environmental and social requirements in the context of the Project will in no way supersede or diminish the obligation by SCI to comply with the environmental and social standards of the World Bank and the laws and regulations of Yemen, as set forth in this ESMF.

## **3.6 Comparison between World Bank Requirements and Yemeni Requirements**

133. The following table compares the objectives of the Environmental and Social Standards of the World Bank with Yemeni Requirements, identifies gaps and suggests recommended actions.

**Table 4. Comparison of World Bank ESF objectives and Yemeni Environmental and Social Requirements relevant to the Project**

<i>Objectives (Direct quote from ESF)</i>	<i>Yemeni Requirements</i>	<i>Gap-filling Measures</i>
<b>ESS1. Environmental Assessment</b>		
Identify, evaluate and manage the environment and social risks and impacts of the project in a manner consistent with the ESSs.	<p>The Environment Protection (EPL, 26/1995) requires the preparation of an EIA during the preparation of all projects and the inclusion of mitigation measures in the project's capital and recurrent costs (Cabinet Decree 89/1993). The EIA should describe: (i) proposed project activities, design of activity, the surrounding environment that may be affected, including a land use map of the adjacent areas, the requirement and types and source of energy, raw material and infrastructure services and roads emergency plan and safety, waste disposal etc.; (ii) and (iii) alternatives using less polluted inputs, as well as consideration of the 'no-project' alternative (EPL Article 37 Para (b)).</p> <p>The EIA guidelines require that ESIA's consider the social acceptability or refusal of the local communities to the proposed project, with evidence and record of public consultations and, if it is accepted, should include baseline data, indicators, and monitoring plan. It also includes requirements for monitoring, capacity building, verification of monitoring results and findings (EPL Article 60).</p>	<p>National requirements and ESF objectives are aligned, and complement each other.</p> <p>The Implementing Agencies will apply both the ESF and national requirements</p>
<p>To adopt a mitigation hierarchy approach to anticipate and avoid risks and impacts</p> <p>Where avoidance is not possible, minimize or reduce risks and impacts to acceptable levels</p> <p>Once risks and impacts have been minimized or reduced, mitigate</p> <p>Where significant residual impacts remain, compensate for or offset them, where technically and financially feasible.</p>	<p>Yemeni law has no equivalent to the mitigation hierarchy.</p> <p>National law gives priority to the principle of environmental protection and pollution prevention, and not only to the mitigation or compensation of impacts. All new projects must carry out EIAs to prevent adverse impact and must obtain an environmental permit. No project or new structure that could harm, pollute, or deteriorate the environment and natural resources is allowed and all new projects should use best available practices for clean production and apply environmental protection/pollution prevention measures.</p>	<p>The Implementing Agencies will apply the ESF requirements</p>
To adopt differentiated measures so that adverse impacts do not fall disproportionately on the disadvantaged or vulnerable, and they are not disadvantaged in sharing development benefits and opportunities resulting from the project.	Included in the EPL (26/1995)	<p>National requirements and ESF objectives are aligned, and complement each other.</p> <p>The Implementing Agencies will apply both ESF and national requirements</p>

<b>Objectives (Direct quote from ESF)</b>	<b>Yemeni Requirements</b>	<b>Gap-filling Measures</b>
To utilize national environmental and social institutions, systems, laws, regulations and procedures in the assessment, development and implementation of projects, whenever appropriate.	The Environmental Protection Council must inform the proposed projects proponents of the screening results within three months from submission of the project proposal and determines the appropriate EA instrument and required studies required to assess potential risks and impacts. The EIA guideline provides the possibility of using regional and international assessment procedures and norms when applicable. If the project is rejected, the rejection note should indicate the basis for the rejection, as well as the relevant sections of the regulatory framework. The EIA guideline also provides the possibility for project proponents to contest any rejection and to appeal to the special court, within a period of 60 days. The court is required to make a final judgment within six months (Chapter 1 Article 3, EPL 26/1995 - By-law 148/2000).	The Implementing Agencies will take into account national laws and regulations when applying the ESF requirements
To promote improved environmental and social performance, in ways which recognize and enhance Borrower capacity.	Include in the Environmental Protection Law No. 26/1995.	The Implementing Agencies will take into account national laws and regulations when applying the ESF requirements

<i>Objectives (Direct quote from ESF)</i>	<i>Yemeni Requirements</i>	<i>Gap-filling Measures</i>
<b>ESS2. Labour and Working Conditions</b>		
To promote safety and health at work.	<p>Included in Yemen Labour Code (Law 5/1995), Articles 113, 114, 115, 116, 117 and 118,</p> <p>Chapter 9 of the Labour Code (5/1995), Law Number 25/1997 and Law Number 25/2003 address Occupational Health and Safety and work environment in Articles 113 to 118. Chapter 10 covers worker's insurance.</p> <p>Employers are required to provide necessary occupational safety and health conditions, including: ventilation and lighting of workspaces; protection from emissions (gas, dust, etc.) hazards; protection from machine accidents and hazards; provision of gender-specific toilet facilities; provision of safe drinking water for workers; basic firefighting equipment and emergency exits; provision of appropriate personal protection equipment; fair compensation; access to periodic medical examinations; availability of first aid. The competent authority shall ensure the availability of the appropriate work environment and conditions for occupational safety and health. The Ministry of Labour is charged with advising employers in the field of occupational health and safety; organize and implement accident prevention training programs; exchange of technical information; identify and evaluate the means of accident prevention measures; etc.</p> <p>The Minister may establish sub-committees for occupational health and safety in the governorates and in the sectors and industries, which include the relevant bodies. The composition decision shall determine the functions of these committees, their terms of reference and the rules governing their work.</p> <p>Where employers fail to implement Labour protection and Labour safety regulations, they could receive a one week stop order from the Minister, until the reasons for the breach are explained. The Minister must refer the matter to the competent arbitration committee if the partial suspension is extended or if a total suspension is requested. If the risk is still not removed by the employer, the workers who have stopped working are entitled to full wages.</p>	<p>The Implementing Agencies will proportionalize the measures required from contractors depending on the nature of the activity and the identified potential risks and impacts</p> <p>As relevant, contractors will be required to have an OHS Officer and First Aider</p> <p>Contractors to keep logs of incidents, and to report them to the Implementing Agencies.</p> <p>Contractors may be required to do daily health and safety briefings, and to provide induction training for new workers.</p>
To promote the fair treatment, non-discrimination and equal opportunity of project workers.	Included in Yemen Labour Code Number/1995, Articles 5, 42, and 67.	Contractors will be required to comply with national legislation when recruiting workers.

<b>Objectives (Direct quote from ESF)</b>	<b>Yemeni Requirements</b>	<b>Gap-filling Measures</b>
<p>To protect project workers, including vulnerable workers such as women, persons with disabilities, children (of working age, in accordance with this ESS) and migrant workers, contracted workers, community workers and primary supply workers, as appropriate.</p>	<p>Included in Yemen Labour Code Number (5/1995), Articles 5, 15, 42, 43, 44, 45, 46, 47a, 47b and 89; the Law for the Organization of Workers' Unions (35/2002); the Law for Social Insurance (26/1991).</p> <p>The Labour Code regulates the rights and wages of workers, their protection, occupational health and safety. In addition, the Social Insurance Law regulates retirement compensation.</p> <p><b>Gender</b></p> <p>Yemen ratified the Convention on the Elimination of all Forms of Discriminations Against Women (CEDAW) in 1984, and prepared a National Strategy for Women Development in 1997, which was updated in 2015. Implementation of CEDAW is delegated to relevant ministries and authorities (Decree 55/2009). Based on amendments proposed by the Women National Committee, 24 laws were amended to ensure building gender balance in accordance with the convention.</p> <p>The Labour Code (Law 5/1995) states that women are equal to man in all aspects without any discrimination, and that equality should be maintained between women and men workers in recruitment, promotion, wages, training, social insurance. It also regulates work time for pregnant women.</p>	<p>National legislation will be applied.</p> <p>However, the World Bank standards will be enforced where there are gaps.</p> <p>The higher standard between the national legislation and World Bank standards will always prevail in case of uncertainty in applicable requirements.</p>
<p>To prevent the use of all forms of forced labor and child labor.</p>	<p><b>Child Labour</b></p> <p>Included in Yemen Labour Code Number 5 /1995, Article 49</p> <p>Yemen has also ratified ILO Convention Number 138 on Minimum Age for Admission to Employment (Law 7/2001). The Convention establishes a minimum age for admission to employment.</p> <p>Yemen has also ratified the ILO Convention 182 on the Worst Forms of Child Labour. It refers to child Labour as work that is mentally, physically, socially or morally dangerous and harmful to children; and interferes with their schooling by depriving them of the opportunity to attend school, by obliging them to leave school prematurely; or by requiring them to attempt to combine school attendance with excessively long and heavy work.</p> <p>Drawing a line between "acceptable" forms of work by children and child Labour can prove difficult, as it depends on the child's age, the types of work performed, and the conditions under which it is performed.</p>	<p><b>Forced Labour</b></p> <p>Contractors will be required to comply with national legislation and as precautionary measure to conduct an induction and random inspection will be done on a regular basis to ensure compliance.</p> <p><b>Child Labour</b></p> <p>Contractor will be prohibited to employ anyone under the age of 18 years.</p> <p>Monitoring will be done through the National ID system that every employee is required to produce on employment.</p> <p>If a contractor is found to have engaged underage children in the project, a formal case will be reported, and the contract will be terminated.</p>

<b>Objectives (Direct quote from ESF)</b>	<b>Yemeni Requirements</b>	<b>Gap-filling Measures</b>
To support the principles of freedom of association and collective bargaining of project workers in a manner consistent with national law.	Included in Yemen Labour Code (5/1995) Articles 151 and 152, and the Law for the Organization of Workers' Unions (35/2002)	Contractors must inform workers of their right to organize according to the law.
To provide project workers with accessible means to raise workplace concerns.	Included in Yemen Labour Code (5/1995) Articles 129, 130, 132 and 136.	Contractors will be required to comply with national legislation in this regard. Contractors will be required to have a grievance mechanism for their workers and inform their workers of the same during induction. The GM for workers should be provided separately from the overall project GM required under ESS10. If the contractor is not able to provide a grievance mechanism to such workers, the Implementing Agencies will provide these workers with access to their Project level grievance mechanism. The Implementing Agencies and TPM will require contractors to log worker's grievances in monthly reports
<b>ESS3. Resource Efficiency and Pollution Prevention and Management</b>		
To promote the sustainable use of resources, including energy, water and raw materials.	Included in the EPL, the Water Law (33/2002), the Law for Mines and Quarries (24/2002), the Electricity Law (1/2009), and the Renewable Energy Strategy.	National requirements and ESF objectives are aligned, and complement each other.
To avoid or minimize adverse impacts on human health and the environment by avoiding or minimizing pollution from project activities.	National law gives priority to the principle of environmental protection and pollution prevention, and not only to the mitigation or compensation of impacts. All new projects must carry out EIAs to prevent adverse impact and must obtain an environmental permit. No project or new structure that could harm, pollute, or deteriorate the environment and natural resources is allowed and all new projects should use best available practices for clean production and apply environmental protection/pollution prevention measures. Yemeni Law encourages related sectors and projects to provide institutional capacity and training for projects to enhance their capacity and knowledge in handling environmental issues. It also encourages research and development in all environmental aspects (EPL, Article 90).	The Implementing Agencies will apply both ESF and National requirements to the Project
To avoid or minimize project-related emissions of short and long-lived climate pollutants	Included in the EPL (26/1995). It is also a Yemeni commitment under the Climate Change Convention.	Both World Bank ESF objectives and National requirements will apply to the Project

<b>Objectives (Direct quote from ESF)</b>	<b>Yemeni Requirements</b>	<b>Gap-filling Measures</b>
To avoid or minimize generation of hazardous and non-hazardous waste.	Included in the EPL (26/1995), the Pesticide Law (25/1999), the Public Cleaning Law (39/1999), and the Law Establishing Cleaning Funds (20/1999)	Both World Bank ESF objectives and National requirements will apply to the Project
To minimize and manage the risks and impacts associated with pesticide use	Included in the Pesticide Law (25/1999), and the EPL (26/1995)	Both World Bank ESF objectives and National requirements will apply to the Project
<b>ESS4. Community Health and Safety</b>		
To anticipate and avoid adverse impacts on the health and safety of project-affected communities during the project life cycle from both routine and nonroutine circumstances.  From Paragraph 7 of ESS4: <i>Where technically and financially feasible, the Borrower will also apply then concept of universal access to the design and construction of such new buildings and structures.</i>	Yemeni Law does not specifically address community health and safety	The Implementing Agencies will follow ESF requirements. More specifically this ESMF includes an SEA/SH Prevention and Response Action Plan
To promote quality and safety, and considerations relating to climate change, in the design and construction of infrastructure, including dams.	No equivalent in Yemeni law. However, IPCC National Contribution commitments and other various national laws (EPL Chapter 2 Article 5 and 7) address global environmental concerns, such as the ozone layer and climate change	The Implementing Agencies will follow ESF requirements
To avoid or minimize community exposure to project-related traffic and road safety risks, diseases and hazardous materials.	No equivalent in Yemeni law	The Implementing Agencies will follow ESF requirements
To have in place effective measures to address emergency events	Included in Yemen Labour Code Number 5 for 1995, Articles 119, 121	National requirements and ESF objectives are aligned, and no significant gaps are noted. Both World Bank ESF objectives and National requirements will apply to the Project.
To ensure that the safeguarding of personnel and property is carried out in a manner that avoids or minimizes risks to the project-affected communities.	No equivalent in Yemeni Law	The Implementing Agencies will follow ESF requirements. As indicated in the Project ESCP, the Implementing Agencies will prepare an SMP before the start of project implementation.
<b>ESS5. Land Acquisition, Restrictions on Land Use and Involuntary Resettlement</b>		
Not Relevant to this Project		

<i>Objectives (Direct quote from ESF)</i>	<i>Yemeni Requirements</i>	<i>Gap-filling Measures</i>
<b>ESS6. Biodiversity Conservation and Sustainable Management of Living Natural Resources</b>		
Not Relevant to this Project		
<b>ESS7. Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities</b>		
Not Relevant to this Project		
<b>ESS8. Cultural Heritage</b>		
Not Relevant to this Project		
<b>ESS9. Financial Intermediaries</b>		
Not Relevant to this Project		
<b>ESS10. Stakeholder Engagement and Information Disclosure</b>		
To establish a systematic approach to stakeholder engagement that will help Borrowers identify stakeholders and build and maintain a constructive relationship with them, in particular project-affected parties.	Article 35 of the Yemeni Constitution declares that Environment protection is the responsibility of the state and the community and that it is a duty for every citizen. Community and NGO participation are considered an essential part of consultation while planning proposed projects, and is a continuous process before, during and after project implementation (EPA EIA Guideline). Furthermore, NGOs and individuals can directly sue any person or entity who causes harm to the environment and natural resources or participate in its deterioration and pollution (EPL Article 4, para 4 and Article 82).	The Implementing Agencies will follow ESF requirements
To assess the level of stakeholder interest and support for the project and to enable stakeholders' views to be taken into account in project design and environmental and social performance.	Included in the Local Administration Law	The Implementing Agencies will follow ESF requirements
To promote and provide means for effective and inclusive engagement with project-affected parties throughout the project life cycle on issues that could potentially affect them.	Included in the Local Administration Law	The Implementing Agencies will follow ESF requirements

<b>Objectives (Direct quote from ESF)</b>	<b>Yemeni Requirements</b>	<b>Gap-filling Measures</b>
To ensure that appropriate project information on environmental and social risks and impacts is disclosed to stakeholders in a timely, understandable, accessible, and appropriate manner and format.	ESIAs should include a reference list and a non-technical summary for public use and disclosure in a form and language understandable to general public (EPA EIA guideline).	National requirements and ESF objectives are aligned, and no significant gaps are noted. Both World Bank ESF objectives and National requirements will apply to the Project.
To provide project-affected parties with accessible and inclusive means to raise issues and grievances, and allow Borrowers to respond to and manage such grievances	Article 51 of the Constitution allows for recourse to the courts. The Public Eminent Domain Law and the Local Administration Law provide for the right of grievance before the Estimation Committee/courts. To address grievances, PAPs can first seek satisfaction through local customary practices for resolving conflict. They can then initiate legal proceedings in accordance with provincial national law.	National requirements and ESF objectives are aligned, and no significant gaps are noted. Both World Bank ESF objectives and National requirements will apply to the Project.

## 4. Environmental and Social Baseline<sup>20</sup>

### 4.1 Education Sector

134. Before the conflict Yemen had made progress in expanding access to basic education but had not met the Millennium Development Goals that ensure that all boys and girls complete a full course of primary schooling. A gender analysis reveals significant gender gaps in education in terms of participation and completion. The net enrolment ratio (NER) in primary education for girls increased from 58.8 percent in 2003 to approximately 78.7 percent in 2013, and from 83.5 to 92.3 percent for boys. However, completion rates remained low, with only 70 percent of those entering grade 1 completing primary education (71.8 for boys and 66.7 for girls). The 2013 NER in lower-secondary school was 47.6 percent for boys and 40.9 percent for girls<sup>21</sup>, indicating a low transition rate from primary to secondary education. In 2011, the adult literacy rate was 80 percent for males and 45 percent for females, but among youth aged 15-24, these rates were 96 and 72, respectively.

135. Girls are more likely to miss out on education, with 36 percent out of school compared to 24 percent of boys. Families prioritizing boys' education over girls, insecurity, lack of female teachers and long distances of schools from homes are factors that prevent girls going to school (Humanitarian Needs Overview [HNO]/ Yemen Humanitarian Response Plan [YHRP], 2019). The lack of female teachers in rural areas negatively impacts girls' education and presents a barrier to girls' enrolment in schools.<sup>22</sup> Women account for 8 percent of teachers in rural areas compared to 46 percent in urban areas. In addition, the lack of separated toilet and Water, Sanitation, and Hygiene (WASH) facilities are reported to be a major cause of gender-based violence and of girls dropping out of school. Girls who are out of school face higher risks of child marriage and domestic violence. About 32 percent of women (20-24 years) in Yemen were married by age 18<sup>23</sup> and this has likely increased since the onset of the conflict.<sup>24</sup> There is strong evidence demonstrating that schooling is a critical deterrent to child marriage.<sup>25</sup>

136. Pre-crisis learning outcomes are likely to have worsened. An Early Grade Reading Assessment conducted in 2011 showed that students had not acquired the basic building blocks for reading, and few students could read with sufficient fluency to enable them to comprehend text. In international learning assessments, Yemeni Grade 4 students ranked the lowest among MENA countries participating in the Trends in Mathematics and Science Study 2007. Over 90 percent of Yemeni students did not reach the low benchmark for mathematics and science. Based on pre-conflict data, the World Bank Human Capital Index 2020 shows that a child born in Yemen today will be 37 percent as productive when she grows up as she could be if she completed her education and achieved full health. The Yemeni child who starts school at age 4 can expect to complete 8.1 years of school by her 18th birthday (8.8 for boys vs. 7.4 for girls). In addition, learning poverty is very high: 95 percent of Yemeni children at age 10 were not able to read and understand a short, age-appropriate text.<sup>26</sup>

---

<sup>20</sup> This section is adapted from the disclosed Project Appraisal Document

<sup>21</sup> UNESCO data (2012). <http://uis.unesco.org/en/country/ye?theme=education-and-literacy>

<sup>22</sup> The MOE and education authorities in Yemen conducted monitoring visits to schools in 2015 and in 2017 and identified that the presence of rural female teachers had a positive impact on schools remaining open and functioning during the school year.

<sup>23</sup> Demographic and Health Survey, 2013.

<sup>24</sup> In an assessment carried out by UNICEF across 6 governorates, communities pointed to an increase in child marriage due to the conflict with qualitative results pointing to 73 percent of respondents married before the age of 18, and 45 percent married before age 15.

<sup>25</sup> Wodon et al., 2017. Economic Impacts of Child Marriage: Global Synthesis Report, Washington, DC: The World Bank and International Center for Research on Women.

137. The crisis has had a negative impact on education service delivery at all levels. It is estimated that at least 2 million children are out of school, and of those, 400,000-500,000 are left out of schooling due to the conflict. In conflict affected areas, girls are at higher risk of losing access to basic or transitioning to secondary education. Education outcomes are likely to worsen due to severe malnutrition. In addition, 870,000 IDP children face challenges in accessing education.

138. A third of all education facilities have been partially damaged or destroyed. The Dynamic Needs Assessment Phase 3 (2020) revealed that 26 percent of all assessed education facilities (over 1,300) in 16 cities have been partially damaged, while less than 4 percent were fully destroyed. For example, in the city of Taiz, about 73 percent of the education infrastructure has been damaged or destroyed, while it is 8 percent in Dhamar and Sa'ada. In addition to damage and destruction, some school buildings are being used by armed groups (24 schools) and for hosting IDPs (143 schools), rendering them inoperative. Unsafe educational facilities and routes to schools are a major concern for families resulting in considerable dropout of both girls and boys.

139. In areas where schools are operational, there is a severe lack of necessary inputs such as textbooks, desks and chairs, and sanitation facilities, and crumbling school infrastructure. Even when students can attend school, textbooks, teaching/learning materials, and classroom furniture such as desks and chairs are not available. Operational schools are overcrowded with class sizes reaching more than 100 in some cases, indicating a high demand for education. A survey conducted by the Ministry of Education (MOE) in 2014 revealed that 47 percent of schools in Yemen did not have adequate WASH facilities. There was an average of 299 students/toilet, which is 11 times higher than the norm. The situation has likely deteriorated since the onset of the conflict. WASH facilities are often insufficient for the large school populations and do not accommodate girls' WASH needs.

140. The suspension of teacher salaries poses the biggest challenge to continuity in education service delivery. The discontinuation of teachers' salaries in 13 out of the 22 governorates since October 2016 has severely disrupted education service delivery in subsequent school years. School disruption affected an estimated 3.7 million students. Payment of teacher salaries has to some extent resumed in part of the country. Teachers and school-based staff who did not receive their salaries since 2016, received a monthly cash-based incentive of US\$50 (paid in Yemeni Rial, and financed by Kingdom of Saudi Arabia (KSA)/ United Arab Emirates (UAE)/ Education Cannot Wait (ECW) and implemented by UNICEF) in 11 governorates. In addition, UNICEF has supported incentives for temporary teachers in parts of the country and is providing a monthly salary and training allowance to 2,252 rural female teachers (US\$145/month).

141. Textbooks are in scarce supply. The fiscal crisis has prevented the government from printing textbooks since 2015. The government has prioritized the printing of textbooks for the first four years of primary school only.

142. According to a forthcoming World Bank study, between 20-50 percent of households<sup>27</sup> with school-aged children (ages 5-15) did not have all children regularly attending school, and this varies widely by governorate (see table below). On average, school attendance is lower in Marib, Sana'a. Amran, Dhamar and Ibb. Non-attendance is found to be associated with deprivations in all other welfare dimensions, and especially food deprivation. Qualitative phone interviews were conducted with local district officials<sup>28</sup>, who reported challenges with non-functional school buildings, unqualified teachers, teacher absence, lack of salaries, the lack of learning materials, and the lack of equipment. Of these problems, the lack of teacher payments and the lack of learning materials were identified as large

---

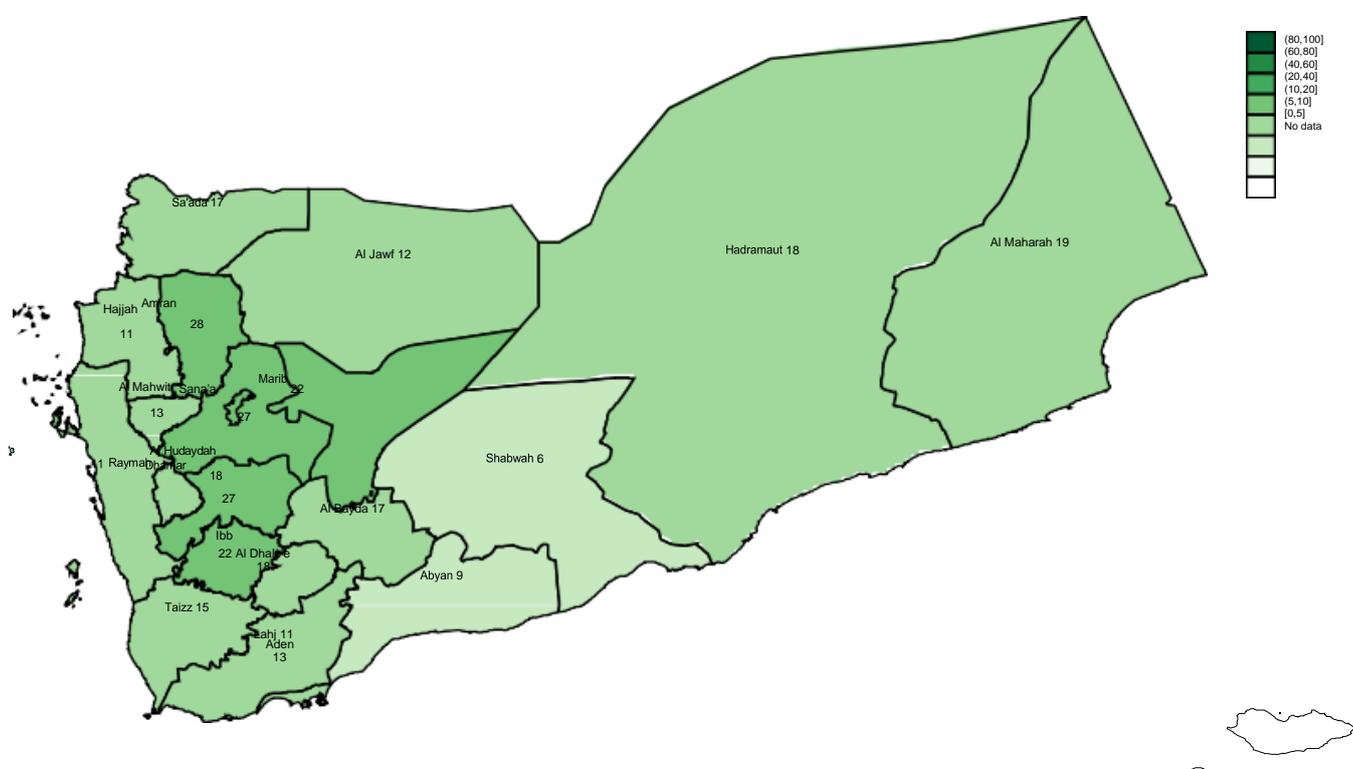
<sup>27</sup> This is based on the WFP monthly mobile phone survey of approximately 2,400 households reached.

Roughly 80 percent of respondents report that all children attended school in the past month in any given survey. However, when analysing the 7,462 households that were interviewed more than once, the share of households that report attending school in all surveys drops below 70 percent. For households that were interviewed more than four times, this figure drops below 50 percent.

<sup>28</sup> Based on qualitative phone surveys with district officials in January 2020.

problems in approximately half of districts interviewed.

**Figure 3. Share of Households with not All Children Regularly Attending School. Average in December 2019 from WFP monthly mobile phone survey.**



143. In addition to damage to the physical infrastructure, teachers and students are experiencing psychosocial distress due to trauma, a lack of stability, and increased vulnerability to a range of hazards including those induced by climate change.<sup>29</sup> Exposure of children to violence and trauma as well as food insecurity and natural disaster, disrupts their growth, ability to learn, and ability to develop critical socio-emotional skills. Prolonged and severe stress and absence of stable, nurturing care can flood the brain with dangerously high levels of stress hormones, resulting in “toxic stress”. This can permanently damage the biological and neurological systems, causing poor physical and mental health, as well as lasting cognitive deficits. Evidence shows that, by promoting students’ emotional health and well-being, social and emotional learning programs have a positive impact on child development and learning in emergency settings. Indeed, receiving an education in a supportive environment builds children’s intellectual and emotional competencies, provides social support through interactions with peers and educators, and strengthens children’s sense of control and self-worth.

144. Anecdotal evidence suggests that some communities have been able to respond to ensure continuity. In some cases, Fathers and Mothers Councils and other community groups have pooled resources to pay teachers. Others have been able to fundraise from the private sector to keep the school operational. In general, a community-based approach and engagement of non-state actors in service delivery (e.g., Non-Governmental Organizations (NGOs), community-based organizations and private sector) promote resilience due to perceived political neutrality, objective decision-making processes, accountability to local community, credibility of the administrative systems and donor funding.

<sup>29</sup> In particular, children with disabilities face risks of stigmatization, discrimination and loss of access to specialized-assistance services and treatment. Children are deprived not only from education but also from associated services such as school feeding and social assistance. For a full description of the context of climate change vulnerability and the co-benefits for this operation please see Section IV.

## 4.2 Vulnerable Groups

145. Vulnerable groups and persons may be disproportionately impacted or further disadvantaged by Project activities, and thus may require special engagement efforts to ensure their equal representation in the consultation and decision-making process associated with Project activities. Vulnerability may stem from a person's origin, gender, age, health condition, economic deficiency and financial insecurity, disadvantaged status in the community, such as marginalized groups or Internally Displaced Persons (IDPs), or dependence on other individuals. The vulnerable groups for REAL include:

- Families living in remote locations
- Female teachers, not on the official payroll
- Married or pregnant girls
- Persons with disabilities
- Unaccompanied or Separated Children (UASC)
- Children Associated with Armed Groups and Forces (CAAFAG)
- The poor
- Children from women-headed households or single mothers with underage children
- IDPs and marginalized groups
- Children at risk of dropping out of school

146. Marginalized groups in Yemen also include first or second-generation immigrants, or refugees from the Horn of Africa (i.e., Somalia, Eritrea, Ethiopia) who tend to be marginalized and socially excluded; mainly due to their African race/descent and culture, and lack of Yemeni citizenship. They usually live in socially excluded separate communities deprived of equal rights and in poor living conditions.

## 4.3 COVID-19

147. COVID-19 continues to be on a trajectory of escalation in Yemen and will remain so for the near future. The disease is in full transmission, but testing capacity remains limited. Official numbers (6,345 cases, 1,234 deaths as of April 4, 2021) do not reflect the situation on the ground, and the exact magnitude of outbreaks is unknown. Yemen's high fatality rate (about 30 percent) is attributed to stigmatization against hospital visits, leading to higher testing of severe cases and mild cases remaining undetected.

148. The impact of COVID-19 outbreak on Yemen has been devastating. Already weak systems are being stretched further, and a lack of reliable electricity supply is impeding an effective public response. COVID-19 is reducing the demand for routine services such as immunization and maternal care, thereby negatively impacting child and maternal mortality. Similarly, the impact on education is devastating, with school closures leaving nearly six million children out of school.

149. While official economic data remain unavailable, anecdotal evidence indicates a likely contraction of the economy from an already low base in the first half of 2020, affected by low global oil prices and COVID-19 related slowdown. With a contraction of hydrocarbon revenue, the main source of public revenue, the government has no fiscal space to respond to COVID-19 pandemic. Foreign exchange shortages deepened further with the depletion of Saudi Arabia's import financing facility, reduced oil exports, and downsizing of humanitarian assistance. Remittance inflows from the Gulf Cooperation Council countries have contracted due to the regional economic slowdown. Some breathing space was provided in April 2020 through the International Monetary Fund (IMF) Catastrophe Containment and Relief Trust (CCRT). The Government confirmed its participation in the Debt Service Suspension Initiative and signed the Paris Club Memorandum of Understanding in October 2020.

150. Deteriorating economic conditions have likely translated into worsening poverty. Yet, the conflict-related absence of data since 2014 prevents an assessment of the distributional impact of COVID-19 crisis. Approximately 80 percent of respondents of a monthly mobile phone survey conducted by the WFP had difficulty accessing food or basic services. These difficulties have been

exacerbated by COVID-19 crisis, with households increasingly having trouble accessing food markets, receiving pay, and accessing medical care. The worsening of conditions peaked in June 2020 and remain significantly worse than at the beginning of the pandemic.

151. To prevent the spread of COVID-19, all schools in Yemen were closed on March 19, 2020. COVID-19 is also an education and overall learning emergency with risks of long-lasting impact on children's safety and wellbeing. Schools are gradually reopening with strict prevention measures, including social or physical distancing, disinfection, regular sanitizing, and handwashing.

152. A COVID-19 National Response Plan was developed to respond to newly arising challenges in the education sector. More specifically, the Response Plan includes: (i) a minimum immediate response package targeting female and male students and teachers at the outset of the emergency; (ii) preparation and the start of the new school year 2020- 2021 including catch-up classes; and (iii) further expansion of learning at scale in the mid- and long-term for COVID-19 affected children. The Response Plan is articulated around four key modalities: self-education (home-based learning), e- learning, micro education group, and re-opening of schools with high prevention measures. The GPE has awarded US\$11 million to the Islamic Development Bank (ISDB) to support the implementation of the COVID-19 response plan.

#### 4.4 Climate

153. Yemen is a largely arid sub-tropical country with rainfall characterized by seasonally intense and short-lived heavy storms that often lead to flash floods with implications for soil erosion and degradation of agricultural terraces. Heavy rainfall is frequently followed by long dry periods. Although high year-to-year variability makes it difficult to detect a trend in precipitation, summer precipitation totals appear to have declined across the Yemen Highlands since the 1950s, although local data for Yemen are lacking, and there are inconsistencies between data sets.

154. Climate-related hazards in Yemen include extreme temperatures, floods, landslides, sea level rise, sea water intrusion and drought. Most of these risks exacerbate the country's water scarcity, pose serious threats to development and food security, and their intensity and frequency are likely to increase due to climate change.

#### 4.5 Climate change-related cross-sector challenges<sup>30,31,32</sup>

155. Climate change poses a significant threat to Yemen's development across many sectors. Challenges include: (a) Short-burst, intense rainfall which often leads to flash floods, which can result in significant damage and high losses in urban areas due to their concentrated physical assets and population. Rainfall intensity, and therefore flooding, is projected to increase with climate change; (b) Greater rainfall variability could result in prolonged drought periods. Yemen's water crisis ranks among the worst in the world, and water stress is observed to be increasing, with groundwater reserves likely to be mostly depleted in two to three decades regardless of climate change; (c) A vast majority of the urban poor is vulnerable to rockslide and landslide risk as they typically live on marginal and environmentally sensitive land; and (d) A rise in sea levels would result in increased coastal flooding and possible damage to infrastructure and groundwater quality and supply. In response to these threats, improved urban infrastructure, water and waste management are key priorities. The project will help mitigate the potential impacts of these threats in relevant activities.

---

<sup>30</sup> World Bank Group. Climate Change Country Brief: Yemen. Retrieved from <http://globalpractices.worldbank.org/climate/Pages/CountryBriefs/Yemen.aspx>

<sup>31</sup> World Bank Group. Climate Change Knowledge Portal: Yemen Dashboard. Retrieved from [http://sdwebx.worldbank.org/climateportal/index.cfm?page=country\\_historical\\_climate&ThisRegion=Asia&ThisCCCode=YEM](http://sdwebx.worldbank.org/climateportal/index.cfm?page=country_historical_climate&ThisRegion=Asia&ThisCCCode=YEM)

<sup>32</sup> World Bank Group. (2011, April). Climate Risk and Adaptation Country Profile: Yemen.

## 5. Potential Environmental and Social Risks and Mitigation

### 5.1 Overall Risks and Impacts

156. The REAL Project will have significant positive social impacts on the education sector in Yemen. It will help address the immediate gaps and needs of the education service, restore, and help sustain children's access to education in the targeted areas, and strengthen education management capacity in Yemen. Project interventions will contribute to the recovery, reconstruction, and long-term peace building efforts in the country.

157. The selection of activities is based on the priority needs to be identified by the Implementing Agencies, in consultation with Project stakeholders and beneficiaries. The Project will only rebuild, restore, or rehabilitate existing infrastructure. There will be no expansion of existing facilities nor the creation of new ones, and rehabilitated facilities will be handed back to the competent authorities. The Project will not provide technical assistance to develop Operations and Maintenance (O&M) plans for the reconstructed or rehabilitated facilities. Thus, issues such as the siting of the facilities, and many of their operational impacts are beyond the scope of the Project.

158. The environmental risks and impacts of the REAL Project were rated "Moderate" by the World Bank, given the nature and scale of proposed works which are limited to rehabilitating school sites and upgrading existing WASH facilities in those schools under Component 1. Some of the rehabilitation works might involve excavation and earthworks that might cause risk and impacts on workers, communities, as well as the environment, if sufficient mitigation measures are not implemented. Nonetheless, the environmental risks and impacts expected under the Project are expected to be of small size, site specific, reversible and of low magnitude, and can be readily addressed through appropriate measures.

159. The Project will not finance activities that involve permanent land acquisition causing physical or economic displacement. Moreover, local contractors are expected to conduct all works using workers that already reside in the cities where the works are conducted. Subprojects should trigger minimal labour influx, and contractors are not expected to build or operate residential labour camps to host such workers.

160. However, Project interventions may carry substantial social risks, including:

- Exclusion from project benefits due to gender, social and economic status
- Possible tensions and even conflict among the beneficiaries, local communities and even districts or potential supplier contractors, because of insufficiently transparent processes, inadequate disclosure of project information related to assistance schemes and their implementation arrangement
- Possible corruption and elite capture of Project benefits
- Students, female teachers, and project female staff could also face SEA/SH issues, including vulnerability of students to sexual abuse/harassment in return for school feeding and supply of materials
- Potential safety risks for students and teachers if the route to school is unsafe
- Child and forced labour

161. Finally, COVID-19 and other communicable diseases are other potential risks associated with community health and safety.

### 5.2 Selection, Design and Siting risks

162. A first tier of risks concerns the selection, design, and siting of activities. These risks include

inherent security risks, the risk that the targeted schools might carry social or environmental legacy issues, such as discontented teachers or poorly built buildings, the risk that contract awards might disadvantage certain groups, and the risk that the rehabilitated schools do not equally provide services, particularly to vulnerable groups or persons. These risks would be addressed during the screening process by avoiding insecure areas, inclusive contracting, and ensuring equal access to project benefits. The Project will take into account legacy issues and will include mitigation measures when possible and necessary

163. The ongoing conflict in some parts of the country pose challenges in delivery of services and in supervision and implementation. The control of geographical areas by different political or armed factions could lead to interference and/or diversion of benefits to populations in areas linked to political interests. In some locations, there could be a threat of physical violence for individuals involved in the implementation of the project, such as payment agents, workers delivering food, teachers, contractors and their workers, potential damage to property of Implementing Agencies and contractors, in addition to the risk of forced expropriation of benefits from beneficiaries. Other political risks include attempts of interference in operational decisions by the authorities in various parts of the country. The Implementing Agencies will manage these risks by:

- i) establishing a clear mechanism to identify security threats to the project and to communicate changes in threat levels to the various parties involved in project implementation
- ii) establishing communication and facilitation arrangements that enlist the support of all relevant political and community actors at the national, governorate, and local levels to promote safe and politically neutral implementation of the project
- iii) **suspending project activities** in areas where political and governance risks cannot be effectively managed
- iv) establishing clear implementation arrangements that emphasize the independence of decision making by any political and/or public-sector entity, and communicating these arrangements to all parties and stakeholders on a regular basis

164. The sharp depreciation of the currency could trigger high inflation, which would escalate the price of goods, which in turn would reduce the overall number of project beneficiaries that can be reached with interventions that involve local procurement.

165. The macroeconomic situation has also limited the government's ability to fulfil commitments made to the teacher workforce, which has previously resulted in prolonged teacher strikes in some parts of the country. While risks associated with macroeconomic weaknesses cannot be fully mitigated, it is expected that the project will have a positive impact on the continuity and quality of education.

166. Outbreaks in COVID-19 could lead to school closures, which would delay implementation of project activities. Mitigation measures built into the project design include the allowance for support to alternative learning programs, which could include distance learning and/or self-directed learning as needs emerge. To ensure that this option can be pursued with minimal delays, a proposal for the development and implementation of a radio instruction program has been completed, and other potential remote learning solutions that can be implemented locally have been identified

### 5.3 Risks Specific to Project Activities

167. Project interventions may carry substantial social risks related to exclusion from project benefits, risks of SEA/SH, labour issues, possible tension and conflicts among beneficiary communities and districts, and possible corruption and elite capture for the cash payment incentives.

168. As indicated in the Table below, the Project includes distinct activities conducted by one or more of the Implementing Agencies, but with a common objective of improving access to basic education and conditions for learning. The table identifies the potential risks and impacts for each of these activities, and defines the type of measures that each Implementing Agency will apply.

Table 5. Environmental and social risks and impacts and matching mitigation measures by subcomponent

	Activity	Responsibility	Risks and Impacts	Mitigation Measures
1.1 and 1.2	Performance-based teacher incentives and Rural female teachers	UNICEF	<ul style="list-style-type: none"> <li>• Social tension due to the restricted geographical coverage of the project. Funds are not sufficient to reach out to all teachers and only some will be paid</li> <li>• Increased household tensions and GBV after women in the household receive performance-based payments (PBP) could lead to denial of resources or domestic violence.</li> <li>• Potential GBV risks of face-to-face engagement of partners (including NGOs, Government and private sector including but not limited to FSPs, shopkeepers, mobile agents) with beneficiaries</li> <li>• Potential risks of unequal awareness of or access to the GBV complaint mechanism for women and girls; and of staff not knowing what to do when GBV instances are brought to their attention.</li> <li>• Security</li> </ul>	<ul style="list-style-type: none"> <li>• MoE will communicate with all teachers to provide information on the project and to explain its restricted geographic scope.</li> <li>• MoE, World Bank and UNICEF to continue high level advocacy for the reinstatement of teacher payments nation wide</li> <li>• UNICEF will implement the SEA/SH Prevention and Response Action Plan, as well as relevant UN Policies regarding sexual exploitation and abuse.</li> <li>• UNICEF will implement its Security Management Plan</li> </ul>
1.1	<b>Teacher training</b> , including: <ul style="list-style-type: none"> <li>• Learning assessment</li> <li>• Classroom observations/Spot checks</li> </ul>	SCI	<ul style="list-style-type: none"> <li>• Risks associated with GBV, PSEA and Child Safeguarding – ESS2/ESS4</li> <li>• Health and safety risks for field-based workers, including COVID contamination – ESS2/ESS4</li> <li>• Psychological distress and well-being due to security context – ESS2/ESS4</li> <li>• Discrimination in relation to recruitment, hiring, compensation, working conditions, terms of employment, etc – ESS2/ESS10.</li> <li>• Limited knowledge to access mechanism to express grievances – ESS2/ESS10</li> <li>• The lack of engagement with neighbouring communities affected by Project activities might cause tensions, and result in complaints –ESS 10</li> </ul>	<ul style="list-style-type: none"> <li>• SCI will ensure that all activities follow its E&amp;S policies listed in Chapter 3.</li> <li>• SCI will implement the SEA/SH Prevention and Response Action Plan, as well as relevant UN Policies regarding sexual exploitation and abuse.</li> <li>• SCI will ensure that all activities meet the relevant ESHS requirements</li> <li>• SCI will engage affected parties, other interested parties and disadvantaged &amp; vulnerable groups/individuals, as indicated in the Project SEP</li> </ul>

	Activity	Responsibility	Risks and Impacts	Mitigation Measures
1.2	<b>School feeding</b> <ul style="list-style-type: none"> <li>School Feeding</li> </ul>	WFP	<ul style="list-style-type: none"> <li>Road safety during transport</li> <li>Food quality and hygiene (storage, packing and delivery)</li> <li>Worker health and safety</li> <li>Security</li> </ul>	<ul style="list-style-type: none"> <li>WFP will require rigorous food compliance testing before it can be delivered to WFP warehouses</li> <li>WFP will require that food storage containers conform to WFP specifications to maintain food commodities' hygiene during delivery to warehouses and schools</li> <li>WFP visually control food before it enters target schools</li> <li>WFP will apply relevant ESHS requirements to all contractors, including road safety and the Code of Conduct</li> <li>WFP will implement its Security Management Plan</li> </ul>
	<ul style="list-style-type: none"> <li>Healthy Kitchens</li> </ul>		<ul style="list-style-type: none"> <li>Food quality and hygiene</li> <li>Cooking staff health and safety</li> <li>Security</li> </ul>	<ul style="list-style-type: none"> <li>WFP will ensure that school staff implementing the school feeding programme receive the regular guidance and training on food quality required to allow them to accept or reject food deliveries.</li> <li>WFP will apply the relevant ESHS requirements to all school feeding contractors, including the Code of Conduct</li> <li>WFP will implement its Security Management Plan</li> </ul>

	Activity	Responsibility	Risks and Impacts	Mitigation Measures
1.3	Development, printing and distribution of learning materials	SCI	<p><b>Supply chain</b></p> <p>Risks are associated with the printing and transport of learning materials:</p> <ul style="list-style-type: none"> <li>• Risks associated with GBV, PSEA and Child Safeguarding – ESS2/ESS4</li> <li>• Risks associated to all forms of child labour &amp; forced labour (Modern slavery) – ESS2</li> <li>• Contractors might unknowingly employ workers under the age of 18 – ESS2</li> <li>• The behaviour of workers can be prejudicial to neighbouring communities, and to fellow workers – ESS2</li> <li>• Health and safety risks for project workers including – ESS2</li> <li>• Limited knowledge to access mechanism to express grievances – ESS2/ESS10</li> <li>• Project related traffic can cause accidents – ESS4</li> <li>• Contractors might not provide workers with the terms and conditions they are entitled to under Yemeni Labour Legislation, most particularly Decree 5/1995, and applicable International Labour Organization conventions on workplace conditions – ESS2</li> <li>• Contractors might not act on worker grievances – ESS 2</li> <li>• Security</li> </ul>	<p><b>Procurement clauses</b></p> <ul style="list-style-type: none"> <li>• SCI will ensure that all activities follow its E&amp;S policies listed in Chapter 3, as well as its “Global Procurement Policy”, SCI will provide a copy of the following SCI policies/codes to suppliers for new or extended business. Suppliers must agree to comply with those prior to entering into commercial relationships: <ul style="list-style-type: none"> <li>○ Code of Conduct</li> <li>○ “Child Safeguarding Policy”</li> <li>○ Human Trafficking and Modern Slavery Policy</li> <li>○ Protection from Sexual Exploitation and Abuse (PSEA) Policy</li> <li>○ Anti-harassment, Intimidation and Bullying Policy”</li> </ul> </li> </ul> <p>For contracts with printing and transport companies, procurement clauses will include adequate road safety requirements, additional requirements to ensure that workplaces machineries, equipment and processes are safe and without risks to health.</p> <p>SCI will remedy any observed breaches to its policies or codes during regular activities, during the evaluation of the supplier’s capacity, or during SCI supplier’s spot checks.</p> <ul style="list-style-type: none"> <li>• SCI will implement the SEA/SH Prevention and Response Action Plan, as well as relevant UN Policies regarding sexual exploitation and abuse.</li> <li>• SCI will ensure that all activities meet the relevant ESHS requirements</li> <li>• SCI will engage affected parties, other interested parties and disadvantaged &amp; vulnerable groups/individuals as indicated in the Project SEP</li> </ul>

	Activity	Responsibility	Risks and Impacts	Mitigation Measures
1.3	Distribution of school supplies (pencils, paper, etc.)	UNICEF	<b>Supply Chain Risks</b> <ul style="list-style-type: none"> <li>• Procurement delays, with supplies are not procured in time for the start of the school year, causing disruption to student's learning.</li> <li>• Supply chain challenges, causing delays in the delivery of supplies</li> <li>• Supply contractors' noncompliance with labour standards</li> <li>• Diversion of supplies from destination</li> </ul>	<b>Procurement clauses</b> <ul style="list-style-type: none"> <li>• Code of Conduct, training for supply contractors in ESMF requirements</li> <li>• Project TPM and UNICEF monitoring</li> <li>• Security</li> <li>• SCI will implement its Security Management Plan</li> </ul>
1.4	Minor rehabilitation of school infrastructure (incl. WASH)	UNICEF	<b>Construction site risks</b> <ul style="list-style-type: none"> <li>• Construction site risks, such as air pollution, noise, and construction waste disposal<sup>33</sup></li> <li>• Worker health and safety</li> <li>• Management of hazardous waste during repairs, replacement or decommissioning of solar power systems</li> <li>• Contractors' noncompliance with labour standards</li> <li>• Community health and safety risks during construction and afterwards (facilities poorly rehabilitated)</li> <li>• SEA/SH by contracted workers</li> <li>• Security risks</li> </ul>	<b>Procurement clauses</b> <ul style="list-style-type: none"> <li>• Ensuring that contractors fulfil ESHS requirements, including Code of Conduct</li> <li>• Training of contractors regarding the ESHS requirements</li> <li>• Ensuring universal access to disabled students</li> <li>• Project TPM and UNICEF monitoring</li> </ul> <b>Environmental management</b> <ul style="list-style-type: none"> <li>• Ensuring that implementing partners and their contractors fulfil ESHS requirements (Annex 2)</li> <li>• Separate hazardous waste (batteries, solar panels, cables) from general solid waste (construction waste and packaging); recycle construction materials when possible; safely collect, transport and timely remove towards authorized landfills or waste disposal sites.</li> </ul> <b>Security</b> <ul style="list-style-type: none"> <li>• UNICEF will implement its Security Management Plan</li> </ul>

<sup>33</sup> These risks are detailed in Table 6 below, and matching mitigation measures are detailed in Annex 2

	Activity	Responsibility	Risks and Impacts	Mitigation Measures
2.1	Alternative learning: Development and roll-out of self- education / home-based learning material	SCI	<ul style="list-style-type: none"> <li>• Risks associated with GBV, PSEA and Child Safeguarding – ESS2/ESS4</li> <li>• Health and safety risks for field-based workers, including COVID contamination – ESS2/ESS4</li> <li>• Psychological distress and well-being due to security context – ESS2/ESS4</li> <li>• Discrimination in relation to recruitment, hiring, compensation, working conditions, terms of employment, etc – ESS2/ESS10.</li> <li>• Limited knowledge to access mechanism to express grievances – ESS2/ESS10</li> <li>• The lack of engagement with neighbouring communities affected by Project activities might cause tensions, and result in complaints –ESS 10</li> </ul>	<ul style="list-style-type: none"> <li>• SCI will ensure that all activities follow its E&amp;S policies listed in Chapter 3.</li> <li>• SCI will implement the SEA/SH Prevention and Response Action Plan, as well as relevant UN Policies regarding sexual exploitation and abuse.</li> <li>• SCI will ensure that all activities meet the relevant ESHS requirements</li> <li>• SCI will engage affected parties, other interested parties and disadvantaged &amp; vulnerable groups/individuals, as indicated in the Project SEP</li> </ul>
	Capacity building for MOE, governorates and district level officials / EMIS	UNICEF	<ul style="list-style-type: none"> <li>• Risks associated with GBV, PSEA and Child Safeguarding</li> </ul>	<ul style="list-style-type: none"> <li>• UNICEF will implement the SEA/SH Prevention and Response Action Plan, as well as relevant UN Policies regarding sexual exploitation and abuse.</li> </ul>
	Capacity building for school principals and administrators / pedagogical supervisors	SCI	<ul style="list-style-type: none"> <li>• Risks associated with GBV, PSEA and Child Safeguarding – ESS2/ESS4</li> <li>• Health and safety risks for field-based workers, including COVID contamination – ESS2/ESS4</li> <li>• Psychological distress and well-being due to security context – ESS2/ESS4</li> <li>• Discrimination in relation to recruitment, hiring, compensation, working conditions, terms of employment, etc – EES2/ESS10.</li> <li>• Limited knowledge to access mechanism to express grievances – EES2/ESS10</li> <li>• The lack of engagement with neighbouring communities affected by Project activities might cause tensions, and result in complaints –ESS 10</li> </ul>	<ul style="list-style-type: none"> <li>• SCI will ensure that all activities follow its E&amp;S policies listed in Chapter 3.</li> <li>• SCI will implement the SEA/SH Prevention and Response Action Plan, as well as relevant UN Policies regarding sexual exploitation and abuse.</li> <li>• SCI will ensure that all activities meet the relevant ESHS requirements</li> <li>• SCI will engage affected parties, other interested parties and disadvantaged &amp; vulnerable groups/individuals.as indicated in the Project SEP</li> </ul>

## 5.4 Contractor Related Risks and Impacts

169. Table 5 provides a generic list of risks and impacts that Project contractor activities might cause. It provides a comprehensive fallback list of potential risks and impacts. Some of the listed risks and impacts might only be relevant to some of the activities in Table 4, and some might never become relevant to any of the Project activities during Project implementation. The list anticipates the risks and impacts that might become relevant across the range of Project activities, but does not imply that any or all listed risks are likely to happen for a specific Project activity.

170. The environmental and social risks and impacts of contractors will be mitigated by requiring them to meet a detailed set of Environmental, Social, Health, and Safety (ESHS) requirements (Annex 2). The requirements match the risks and impacts listed in Table 5. They are largely based on the General EHS Guidelines of the World Bank Group, and other World Bank Guidelines.

171. Given that Project activities range from the training of teachers, the sporadic delivery of supplies, to the rehabilitation of schools and infrastructure, their environmental and social risk profiles will significantly vary, and some of the requirements will not be relevant for certain activities. This will be determined during the screening of activities (see Chapter 8), and the Implementing Agencies will apply the ESHS requirements to contractors in a manner that is proportional to their relevance for a particular set of activities

**Table 6. Potential ESHS risks and impacts associated with the activities of REAL Contractors**

RISK or IMPACT	Relevant ESS
<b>Damage to Existing Installations</b>	
<ul style="list-style-type: none"> <li>Existing installations, such as buildings, structures, works, pipes, cables, sewers, or other services may be damaged</li> </ul>	ESS4
<ul style="list-style-type: none"> <li>Owners, tenants, or occupiers of properties may be disturbed or inconvenienced by the construction works</li> </ul>	ESS4
<i>Waste from Construction Activities</i>	
<ul style="list-style-type: none"> <li>Construction debris and spoils might contaminate soils and groundwater</li> </ul>	ESS3
<ul style="list-style-type: none"> <li>Transport of waste might litter roads</li> </ul>	ESS3
<ul style="list-style-type: none"> <li>Solid waste and debris might be disposed improperly</li> </ul>	ESS3
<i>Air Pollution</i>	
<ul style="list-style-type: none"> <li>Air pollution due to emissions from construction vehicles and equipment</li> </ul>	ESS3
<ul style="list-style-type: none"> <li>Dust generation during excavation, backfilling, compaction, or transportation of construction materials can affect the wellbeing of neighbouring communities</li> </ul>	ESS4
<i>Hazardous and Toxic Waste</i>	
<ul style="list-style-type: none"> <li>The production of liquid wastes can lead to soil or groundwater pollution</li> </ul>	ESS3
<ul style="list-style-type: none"> <li>Hazardous, or potentially hazardous, wastes from construction debris or the use of chemicals can spill into the environment</li> </ul>	ESS3
<i>Area Signage</i>	
<ul style="list-style-type: none"> <li>The absence of appropriate signage and precautionary measures can lead to accidents</li> </ul>	ESS2, ESS4
<b>Health and Safety</b>	
<i>Severe Weather and Facility Shutdown</i>	
<ul style="list-style-type: none"> <li>Workers can be injured or become ill if required to work in severe weather</li> </ul>	ESS2
<i>Lavatories and Showers</i>	
<ul style="list-style-type: none"> <li>Inadequate lavatories and showers can lead to worker illness or disease</li> </ul>	ESS2

<b>RISK or IMPACT</b>	<b>Relevant ESS</b>
<i>Potable Water Supply</i>	
<ul style="list-style-type: none"> <li>Inadequate supply of potable water on site can lead to worker illness and disease</li> </ul>	ESS2
<i>Clean Eating Area</i>	
<ul style="list-style-type: none"> <li>The absence of a clean eating area can lead to worker illness and disease</li> </ul>	ESS2
<i>Personal Protective Equipment (PPE)</i>	
<ul style="list-style-type: none"> <li>The lack of appropriate PPE, and of training in its use, can lead to injuries</li> </ul>	ESS2
<i>Noise</i>	
<ul style="list-style-type: none"> <li>High noise levels can permanently affect the hearing of workers</li> <li>Increased levels of noise and vibration due to heavy vehicles and construction equipment, which are a nuisance to the community around the site</li> </ul>	ESS2 ESS4
<i>Communicable Diseases</i>	
<ul style="list-style-type: none"> <li>Construction site can facilitate the spread of communicable diseases</li> </ul>	ESS2, ESS4
<i>COVID-19</i>	
<ul style="list-style-type: none"> <li>Construction sites can increase the spread of COVID-19</li> </ul>	ESS2, ESS4
<i>Vector-Borne Diseases</i>	
<ul style="list-style-type: none"> <li>Poorly managed construction site can favour vector borne diseases, particularly if pools of stagnant water are not avoided</li> </ul>	ESS2, ESS4
<b>Road safety and Traffic Safety</b>	
<ul style="list-style-type: none"> <li>Project related traffic can cause accidents</li> </ul>	ESS2, ESS4
<b>Emergency Preparedness and Response</b>	
<ul style="list-style-type: none"> <li>Lack of preparation can seriously increase the negative impact of an emergency</li> </ul>	ESS4
<b>Stakeholder Engagement</b>	
<ul style="list-style-type: none"> <li>The lack of engagement with neighbouring communities affected by Project activities might cause tensions, and result in complaints</li> </ul>	ESS10
<b>Labour Force Management</b>	
<i>Labour Influx</i>	
<ul style="list-style-type: none"> <li>Labour influx to work on Project activities can have major negative impacts on local communities</li> </ul>	ESS2, ESS4
<i>Labour Conditions</i>	
<ul style="list-style-type: none"> <li>Contractors might not provide workers with the terms and conditions they are entitled to under Yemeni Labour Legislation, most particularly Decree 5/1995, and applicable International Labour Organization conventions on workplace conditions.</li> </ul>	ESS2
<i>Insurance</i>	
<ul style="list-style-type: none"> <li>Contractors might not compensate workers and their families for workplace injuries or deaths</li> </ul>	ESS2
<i>Grievance Mechanism for Workers</i>	
<ul style="list-style-type: none"> <li>Lack of a functioning worker GM, or contractors might not act on worker grievances</li> </ul>	ESS2
<i>Protection from Sexual Exploitation and Abuse</i>	
<ul style="list-style-type: none"> <li>Workers might sexually abuse or exploit women or children or might be exposed to SEA/SH</li> </ul>	ESS2, ESS4
<i>Protection from Child Labour</i>	
<ul style="list-style-type: none"> <li>Contractors might unknowingly employ workers under the age of 18.</li> </ul>	ESS2

RISK or IMPACT	Relevant ESS
<i>Code of Conduct</i>	
<ul style="list-style-type: none"><li>The behaviour of workers can be prejudicial to neighbouring communities, and to fellow workers</li></ul>	ESS2

## 6. Labour Management Procedures

172. This Chapter presents the LMP that the Implementing Agencies developed to meet ESS2 requirements.

### 6.1 Overview of Labour Use on the Project

#### 6.1.1 Type of Workers (paragraph 3 of ESS2)

173. The LMP is applicable to all Project workers whether full-time, part-time, temporary, or daily workers. Government civil servants, such as teachers, working in connection with the project, whether full-time or part-time, will remain subject to the terms and conditions of their existing public sector employment agreement or arrangement, except for the provisions of paragraphs 17 to 20 (Protecting the Work Force) and paragraphs 24 to 30 (Occupational Health and Safety) of ESS2.

##### *Direct Workers*

174. Direct workers include all persons engaged directly by an Implementing Agency to work specifically in relation to the project. They include current and new employees who will be assigned to work on the Project. They also include additional staff required during project implementation, such as consultants providing technical support.

##### *Contracted Workers*

175. Contracted workers are the persons employed as deemed appropriate by contractors, subcontractors, and other intermediaries. Contractors may also hire casual unskilled laborers from within communities where construction activities will occur.

#### 6.1.2 Community Workers

176. The Project will employ community workers.

#### 6.1.3 Primary Suppliers

- UNICEF led activities will require the provision of construction material to rehabilitate schools
- WFP activities will require the provision and transport of food to target schools
- SCI led activities will require the provision and transportation of school learning materials to the target schools

## 6.2 Labour Influx

177. There is little potential risk of labour influx at construction/rehabilitation sites.

## 6.3 Number of Project Workers

### 6.3.1 Direct Workers

#### *UNICEF*

178. UNICEF will employ approximately 19 staff working on project coordination, management, implementation, monitoring, reporting, evaluation, information management, environmental and social safeguarding, and financial and risk management. They include a Project Coordinator, a Monitoring, Reporting and Information Management Officer, environmental and social safeguards staff, national and field-based education officers, and additional staff across specialised sections (Construction Unit, Project Management Unit (PMU) for cash transfers under subcomponent 1.1, and risk management).

179. UNICEF will also require part time support from 20-25 specialised experts, including operations, security, communications, monitoring and evaluation, and emergency and field operations, throughout the project life cycle.

#### WFP

180. *Program Staff.* Approximately 36 WFP staff will be involved in WB supported activities. They will carry out the overall coordination and supervision of the project, as well as other key functions such as financial management of activities, M&E and progress reports, ESS/ESCP compliance, procurement and technical support to implementation teams. These will remain engaged throughout the life of the Project.

181. *Project implementation Staff.* The number of project implementation staff is estimated at less than 100. These are staff based at field level in charge of the delivery of project's activities and include education coordinators, trainers, cooks, implementing partner staff and kitchen-based staff. More specifically they will be responsible for healthy kitchen implementation and will remain engaged throughout the life of the intervention.

#### Save the Children

182. *Project Management Unit (PMU) staff.* The number of PMUs staff is estimated to about 8 staff. The Project management Unit (PMU) is established to carry out the overall coordination and supervision of the project as well as other key functions such as financial management of activities, M&E and progress reports, ESS/ESCP compliance, procurement and technical support to implementation teams. The PMU is led by a Project Director (PD).

183. *Project implementation Staff.* The number of project implementation staff is estimated to about 34 staff. They are field based staff in charge of the delivery of project's activities, and include education coordinators, managers, officers, trainers, MEAL (Monitoring, Evaluation, Accountability and Learning) staff, and technical supervisors.

184. *Project support staff.* The number of project support staff is estimated to about 50 staff. This category encompasses supply chain, human resources management, administrative, financial and logistic staff supporting the implementation of activities throughout the project. Project support staff are based in the field and at country office level.

185. *Consultants.* The number of consultants is estimated to about 6 individuals who will be contracted at various times of the project for specific tasks related to learning assessments, spot-checks assessments results report writing and initial assessment and evaluation of distant leaning activities. They will be required to conduct various field trips to project's locations.

186. *Enumerators.* The number of enumerators is estimated to about 250 (see table below). They will be recruited for short periods of time throughout the project lifetime based on assessment needs. Their role will be to conduct data collection at field level in support of the learning assessments.

**Table 7. Summary of SCI direct worker requirements**

Characteristics	Estimated Number	Timing of Labour Requirements
Project Management Unit staff	8	Throughout Project
Project implementation staff	34	Throughout Project
Project support staff	50	Throughout Project
Individual consultants hired to conduct punctual assessments, reports and evaluations.	6	Each consultancy to last between 30 to 90 days at various point of time during the Project
Enumerators collecting data in support of assessments and evaluations related activities	250	Enumerators to be hired for an average of 3 days, between 10 to 12 times during Project

### 6.3.2 Contracted Workers

#### *UNICEF*

187. UNICEF will engage implementing partners who will contract construction companies to rehabilitate the schools under Subcomponent 1.4 of the Project, as well as engineering companies to supervise these rehabilitation activities. UNICEF estimates that these construction companies will require approximately 45 workers to rehabilitate each school, for a period of approximately several weeks, but not necessarily at the same time. Given that the Project envisages the rehabilitation of 500 schools, approximately 22,500 contracted workers might be employed for school rehabilitation, though this number might be lower since some workers will be involved in more than one school (it is standard practice for multiple schools to be awarded under the same tender).

188. Contractors may engage workers from local communities, as part of the rehabilitation and construction work. In such cases, all workers will be protected and bound by the same labour management procedures applicable to the project as a whole.

189. UNICEF will contract the following services:

- Personnel to effect payments and to provide TPM services linked to the payment of teacher incentives and salary allowances 856 staff
- Officer to verify the identity and eligibility of teachers 194 staff
- Field Consultants 6 staff
- TPM/Fraud investigation officers 236 staff

190. UNICEF will also engage grievance redressal personnel (call centre agents and case management staff).

#### *WFP*

191. Under this category, service providers will contract staff to support the supply chain related aspects of the fortified snacks such as undertaking transportation and handling of food commodities. WFP will also contract service providers who will subcontract workers responsible for transportation and handling of food commodities to schools under the fortified snacks modality. These service providers will remain engaged throughout the life of the project. 100 persons might be involved in these activities. In the healthy kitchen modality, up to 105 workers will be engaged through a contracted NGO partner to contribute towards tasks that are broadly categorised in the preparation of daily meals for children along with the maintenance and operational upkeep of the kitchen facilities.

#### *Save the Children*

192. SCI will employ approximately 20 drivers via a transport company to ensure the delivery of textbooks and teacher's guides at governorate level, should the use of the MoE distribution channels not be available. SCI anticipates ordering learning material once a year before the beginning of each school year. The distribution each year of the learning materials to the governorates or to district education offices will involve approximately 20 drivers over a period of 2 weeks.

### 6.3.3 Community Workers

#### *UNICEF*

193. Community workers may also be involved in outreach and consultation with local communities, for example in the design and implementation of school rehabilitation work. Such outreach may be conducted on a voluntary basis by school community members, school governance groups, e.g. Father Mother Councils and School development Teams

#### *WFP*

194. WFP will not employ community workers in relation to this Project

*SCI*

195. SCI will not employ community workers in relation to this Project.

## 6.4 Assessment of Key Potential Labour Risks

196. The followings labour risks might be relevant to some of the Project activities:

- **Discrimination in employment** can occur in the workplace in various ways:
  - Employers may impose requirements that are not necessary for a job but may result in excluding a specific group
  - Female workers might be paid less
  - Selection criteria for training and development may be discriminatory.
  - Termination of employment may disproportionately target older or female workers
  - Project workers may be inappropriately treated or harassed based on their gender, age, disability, ethnicity, or religion.
- **Child Labour**<sup>34</sup>. As indicated by UNICEF, the consequences of child labour are staggering. It can “result in extreme bodily and mental harm, and even death. It can lead to slavery and sexual or economic exploitation. And in nearly every case, it cuts children off from schooling and health care, restricting their fundamental rights and threatening their futures.”
- **Sexual Harassment (SH)** is defined as unwelcome sexual advances, requests for sexual favours, and other unwanted verbal or physical conduct of a sexual nature in the workplace. SH differs from SEA in that it occurs between personnel/staff working on the project, and not between staff and project beneficiaries or communities. The distinction between SEA and SH is important so that agency policies and staff training can include specific instructions on the procedures to report each. Both women and men can experience SH.
- **Workplace related Sexual Exploitation and Abuse (SEA)** is defined as any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Sexual abuse is further defined as “the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.” Women, girls, boys, and men can experience SEA. In the context of World Bank supported projects, project beneficiaries or members of project-affected communities may experience SEA.
- **Occupational Health and Safety** risks can occur because of the potentially hazardous work environment. The more serious risks include:
  - Exposure to noise and dust, falling objects, and exposure to electrical hazards from the use of tools
  - Working at height
  - Exposure to chemicals such as paints, solvents, lubricants, and fuels
  - Traffic accidents
  - Lifting of heavy structures, equipment or materials
  - Environmental hazards (e.g., snake bites, wasps, bees).
  - Welding hazards (fumes, burns and radiation)
- **COVID-19 transmission at worksites.** The inevitable proximity of workers at construction sites, as well as physical exertion and hard breathing are all factors that could increase COVID-19 transmission if precautionary measures are not taken.
- **Security risks.** Various conflicts at the local and national levels have created a challenging security situation.

---

<sup>34</sup> <https://www.unicef.org/protection/child-labour>

## 6.5 Overview of Labour Requirements

### 6.5.1 Comparison of ESS2 and Yemeni Labour Code Requirements

197. The approach adopted by the Implementing Agencies to meet ESS2 requirements is to rely on the Yemeni Labour Code when appropriate, but to supplement the requirements spelled out in the Code with sufficient and proportionate additional measures if there is a gap.

198. The following Table provides a point-by-point and sequential comparison of ESS2 requirements, with the requirements spelled out in the Yemeni Labour Code (Law 1995/05). It supports the analysis presented in the following sections. A copy of the Yemeni Labour Code is found in Annex 1.

Table 8. Comparison of ESS2 requirements and requirements under the Yemeni Labour Code Law 95/05

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation <sup>35</sup>	Gap-filling Measures
<b>A. Working Conditions and Management of Worker Relationships (Section A of ESS2)</b>		
<b>Terms and Conditions of Employment</b>		
<p><i>Paragraph 10</i></p> <p>Project workers will be provided with information and documentation that is clear and understandable regarding their terms and conditions of employment.</p> <p>The information and documentation will set out their rights under national labor and employment law (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from the requirements of this ESS.</p> <p>This information and documentation will be provided at the beginning of the working relationship and when any material changes to the terms or conditions of employment occur.</p>	<p><i>Article 30</i></p> <p>A written individual contract of employment shall be drawn up in three copies, the original being given to the worker, a copy to the employer and a copy to the competent office of the Ministry. All copies shall be signed by both parties. In the absence of a written contract, it shall be up to the worker to establish his rights by any admissible evidence.</p> <p>A contract of employment shall basically specify the amount of remuneration, the type of work, the place of work and the date of commencement and duration of employment.</p> <p>Yemeni Law does not include any equivalent provision</p>	<p>The Implementing Agencies will meet the requirements of the Yemeni Labour Code. The Yemeni Labour Code fulfils ESS2 requirements</p> <p>The Implementing Agencies will meet the requirements of the Yemeni Labour Code. The Yemeni Labour Code fulfils ESS2 requirements</p> <p>In addition to the requirements of Article 30 of the Labour Code, The Implementing Agencies will ensure that the requirement under Paragraph 30 of ESS2 are met if there is any material change to the terms or conditions of employment</p>
<p><i>Paragraph 11</i></p> <p>Project workers will be paid on a regular basis as required by national law and labor management procedures.</p>	<p><i>Article 55</i></p> <ul style="list-style-type: none"> <li>• The minimum wage payable to a worker shall not be less than the minimum wage paid by the state administration.</li> <li>• The average daily minimum wage of a worker remunerated on the basis of production piece rates shall not be less than the daily minimum wage specified for the occupation or industry concerned. The daily wages of</li> </ul>	<p>The Implementing Agencies will meet the requirements of the Yemeni Labour Code. The Yemeni Labour Code fulfils ESS2 requirements</p>

<sup>35</sup> All quotes are verbatim from ILO's NATLEX translation of the 1995 Labour Code.  
<http://arablegislation.smarthostonline.com/Lists/Asset/Attachments/4656/Labour%20Code%20Yemen.pdf>

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation <sup>35</sup>	Gap-filling Measures
	<p>workers not paid on a monthly, weekly or daily basis shall be calculated on the basis of the average wages earned by their counterparts for days effectively worked for the same employer over the past year or during their period of service if less than one year.</p> <p><i>Article 56</i> Wages for overtime work shall be calculated according to the following rates:</p> <ul style="list-style-type: none"> <li>• one-and-a-half hours' basic wages per hour of overtime on normal working days;</li> <li>• two hours' basic wages per hour of overtime at night, on the day of weekly rest, and on official holidays and leave, in addition to entitlement to standard wages for such holidays.</li> </ul> <p><i>Article 57</i></p> <ul style="list-style-type: none"> <li>• A worker performing night work shall be entitled to an allowance equivalent to 15 per cent of his basic wages, in addition to his entitlement for normal working hours.</li> <li>• A worker performing shift work, shall be entitled to an allowance equivalent to 10 per cent of his basic wages, in addition to his entitlement for normal working hours.</li> <li>• A worker shall be entitled to a night work allowance or a shift work allowance if he works on either basis for a period exceeding ten consecutive or non- consecutive days in a month. It shall be forbidden to combine a night work allowance with a shift work allowance.</li> </ul> <p><i>Article 58</i> A worker shall be paid his basic wages if he joins a training or rehabilitation course approved by his employer, whether inside the Republic or abroad.</p> <p><i>Article 59</i> Subject to the provisions of articles 99 and 100 of this Code, a worker shall be entitled to his full wages for any period spent in detention because of a work- related case, provided that the amount paid to him during such period of detention is not less than 50 per cent of his basic wages, the balance of his full wages being paid to him after his innocence is established. The employer may recover the amount paid during the period of detention if the worker is convicted under a final judgement.</p>	

*Article 60*

A worker employed on the basis of monthly wages may not be transferred without his consent to a category of workers whose wages are calculated on a weekly, daily or hourly basis or on the basis of production or piece rates.

*Article 61*

Wages and other entitlements due to workers shall be paid in legal currency, on a working day and at the workplace:

- once a month in respect of workers remunerated on a monthly basis, to be paid not later than the sixth day of the following month;
- once every fortnight in respect of workers remunerated on a fortnightly basis, to be paid not later than the third day after the end of every fortnight.
- at least once a week in respect of workers whose remuneration is calculated on an hourly, daily or weekly basis,
- as agreed between the two parties in respect of workers remunerated on the basis of production or piece rates.

*Article 62*

Employers shall not in any way restrict the freedom of their workers to dispose of their remuneration, or oblige their workers to purchase goods produced by them nor to buy goods from specified sources.

*Article 65*

Wages shall be paid on the day following the termination of the contract. If a worker leaves the service at his own initiative, his wages shall be paid to him within six days of the date of his leaving the service.

*Article 66*

- Employers shall make out the necessary documents for payment of wages, wherein they shall record the details concerning the workers' wages, any deductions effected and the net wages paid. These documents shall not contain any blanks, deletions or additions.
- Employers shall be deemed to have discharged their obligation to pay a worker's wages only after the worker has signed or finger-printed the document showing his wage entitlements and annexes thereto, whether or not these are mentioned in the signed documents.

*Article 67*

- Women shall be entitled to wages equal to those of men if they perform the same work under the same conditions and specifications.

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation <sup>35</sup>	Gap-filling Measures
	<ul style="list-style-type: none"> <li>Employers shall pay equal wages to Yemenis and non-Yemenis if their working conditions, qualifications, experience and competence are equal.</li> </ul> <p><i>Article 68</i> Where a worker is sent to perform a specific task in an area which is remote from his workplace, whether inside the Republic or abroad, he shall be entitled to receive allowances according to the nature of his task and related to his representation, travel or residence as the case may be. The Council of Ministers shall, acting on a submission by the Minister and a Recommendation from the Labour Council, make special regulations governing allowances.</p> <p><i>Article 69</i> Every employer shall provide his workers with means of transportation from their place of residence or a specified assembly point to their workplace or pay them an allowance for that purpose.</p> <p><i>Article 70</i> Employers shall in accordance with standards to be specified by order of the Minister, provide their workers with adequate housing and food if they work in places remote from inhabited areas.</p>	
Deductions from payment of wages will only be made as allowed by national law or the labor management procedures, and project workers will be informed of the conditions under which such deductions will be made.	<p><i>Article 63</i> It shall be forbidden to withhold the wages due to a worker in accordance to this Code, except by a final judicial decision, unless the employer and the worker have agreed otherwise.</p> <p><i>Article 64</i> Subject to provisions of article 99, the monthly instalments paid by a worker as compensation for such damage or material loss as he may have caused his employer by reason of a shortcoming or negligence shall not exceed 25 per cent of his basic wages.</p>	The Implementing Agencies will meet the requirements of the Yemeni Labour Code. The Yemeni Labour Code fulfils ESS2 requirements
Project workers will be provided with adequate periods of rest per week, annual holiday and sick, maternity and family leave, as required by national law and labor management procedures.	<p>Working Hours</p> <p><i>Article 71</i></p> <ul style="list-style-type: none"> <li>Official working hours shall not exceed eight hours per day or 48 hours per week. Weekly hours of work shall be distributed over six working days followed by one day of rest with full pay.</li> </ul>	The Implementing Agencies will meet the requirements of the Yemeni Labour Code. The Yemeni Labour Code fulfils ESS2 requirements

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation <sup>35</sup>	Gap-filling Measures
	<ul style="list-style-type: none"> <li>• Official working hours during the month of Ramadhan shall not exceed six hours per day or 36 hours per week.</li> <li>• Official working hours in respect of certain occupations, jobs and industries where working conditions are arduous or harmful to health may be reduced by order of the Minister. Such order shall specify the said occupations and jobs and the reduced hours, after consultation with the parties concerned including the representatives of the workers and employers.</li> <li>• Official working hours shall be broken by one or more periods not exceeding one hour to be devoted to rest, including prayers and meals. Such period(s) of rest shall be so determined as to ensure that any continuous period of work does not exceed five hours. Such period(s) shall not be counted as working time. Where a worker reports for work at the specified time and is ready to start working but cannot do so for reasons attributable to the employer, he shall be considered to have effectively performed his work.</li> </ul> <p><i>Article 73</i></p> <ul style="list-style-type: none"> <li>• Work shall be considered night work if it is performed between 8 p.m. and 5 a.m. No worker shall be continuously assigned to night work for more than one month.</li> <li>• Night work shall include hours of day-time work that overlap with night hours at the end of the day for at least half an hour.</li> </ul> <p><i>Article 74</i></p> <ul style="list-style-type: none"> <li>• Workers may be employed during periods of daily rest, on days of weekly rest and on official holidays if necessary, to increase production or to provide public services and in the event of a disaster or to prevent a disaster, or to maintain work-related or industrial equipment or in the public interest.</li> <li>• Working hours, whether normal or overtime shall not exceed 12 hours per day.</li> </ul> <p><i>Article 75</i></p> <ul style="list-style-type: none"> <li>• Subject to the provisions of article 56 of this Code, any worker employed over time shall regardless of his occupation, be entitled to compensatory rest periods with pay calculated on the basis of the following rates: <ul style="list-style-type: none"> <li>○ one-and-a-half times for overtime on normal working days;</li> <li>○ double time for overtime night work.</li> </ul> </li> </ul>	

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation <sup>35</sup>	Gap-filling Measures
	<ul style="list-style-type: none"> <li>• Employers shall grant workers the prescribed compensation for the day of weekly rest and official holidays and leave within a period not exceeding one month.</li> </ul> <p><i>Article 76</i> Employers shall post at the worker's main entrance to the workplace and in a visible place inside the workplace a table showing weekly closing times, working hours and periods of rest and leave.</p> <p><i>Article 77</i> Friday shall be the day of weekly rest. However, this day may be exchanged for another day of the week for all or some workers if work so requires.</p> <p>Leave</p> <p><i>Article 78</i> Workers shall be entitled to leave with full pay on all official holidays in accordance with the laws in force.</p> <p><i>Article 79</i></p> <ul style="list-style-type: none"> <li>• Workers shall be entitled to leave of not less than 30 days with full pay for each year of effective service, to be calculated on the basis of at least two-and-a-half days for each month.</li> <li>• Official holidays and days off falling within a worker's period of leave shall not be counted as part of his annual leave.</li> <li>• Leave granted to a worker from his annual leave entitlement shall not be less than two days at a time.</li> <li>• Employers shall grant workers the leave they are entitled to annually. However, an employer may, for reasons related to the interests of both parties, carry over half a worker's leave entitlement to the following year.</li> <li>• Any more favourable conditions concerning worker's leave entitlements and rates shall continue in force.</li> <li>• No worker shall waive his annual leave in consideration of financial compensation.</li> <li>• Rates of entitlement to leave may, by order of the Minister, be increased for certain occupations and categories of workers.</li> </ul> <p>Sick Leave</p>	

	<p><i>Article 80</i></p> <ul style="list-style-type: none"> <li>• In case of sickness, workers shall be entitled to continuous or non-continuous sick leave on the following basis: <ul style="list-style-type: none"> <li>○ sick leave with full pay for the first and second months of sickness;</li> <li>○ sick leave with 85 per cent of wages for the third and fourth months of sickness;</li> <li>○ sick leave with 75 per cent of wages for the fifth and sixth months of sickness;</li> <li>○ sick leave with 50 per cent of wages for the seventh and eighth months of sickness.</li> </ul> </li> <li>• A worker may, in addition to his sick leave entitlement, use up the balance of his annual leave entitlement. If he exhausts both he shall be granted leave without pay until he recovers or the competent authorities establish that he is no longer medically fit for work.</li> <li>• Any period a worker spends in hospital for treatment shall be considered as sick leave.</li> </ul> <p><i>Article 81</i></p> <ul style="list-style-type: none"> <li>• Sick leave shall be granted on the following conditions: <ul style="list-style-type: none"> <li>○ if, in cases of ordinary sickness, it is certified by the doctor appointed by the employer to treat his workers or by the medical institution with which the employer has concluded an agreement for that purpose;</li> <li>○ if, where the employer has not appointed a doctor or medical institution to treat his workers, it is certified by a medical establishment in the Republic;</li> <li>○ if it is certified by an emergency clinic at any place or by other hospitals in the area where the worker is taken to or where he spends his annual leave.</li> </ul> </li> <li>• Where a worker's sick leave is certified by a private medical practice or institution, the employer may request its confirmation by the competent medical authorities.</li> </ul> <p><i>Article 82</i></p> <ul style="list-style-type: none"> <li>• An employer may approve a worker's sick leave and not deduct it from his annual leave if the worker falls sick during his leave;</li> <li>• Annual leave interrupted by sick leave approved in accordance with the provisions of the previous paragraph shall resume thereafter.</li> <li>• The employer may request a medical authority or his appointed doctor to certify such sick leave if it exceeds ten days.</li> </ul> <p><i>Article 83</i></p>	
--	--	--

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation <sup>35</sup>	Gap-filling Measures
	<ul style="list-style-type: none"> <li>• A worker who contracts an occupational disease or sustains an injury during the performance of his work or as a result thereof shall be entitled to sick leave with full pay on a recommendation by the competent medical committee pending the examination of his condition in accordance with the Social Insurance Act.</li> <li>• The competent Minister shall, in consultation with the parties concerned and with the representatives of workers and employers, make an order to establish the competent medical committees and specify their functions and place of work.</li> </ul> <p><b>Leave with or without pay</b></p> <p><i>Article 84</i> Workers who have spent four years of effective service with an employer shall have the right to 20 days' leave with pay to perform the Hadj, including the Id Al Adha holiday. This leave shall be granted once during the service of a worker. Employers shall have the right to ensure that such leave is used for its intended purpose.</p> <p><i>Article 85</i> Employers may grant workers contingency leave with pay for not more than ten days a year.</p> <p><i>Article 86</i> An employer may, upon a worker's request grant him leave without pay for such reasons and in such circumstances as he deems fit.</p> <p><i>Article 87</i> A working woman shall be entitled to leave with pay for 40 days if her husband dies. Such leave shall be counted as from the date of death. She may also be granted leave without pay for not more than 90 days to complete the period of "Idda" (a period of time during which a Moslem woman should be in mourning after the death of her husband).</p> <p><i>Article 88</i> No worker shall engage in a paid employment during any of his paid leave as provided for by this Code. If it is established that a worker worked during his paid leave, his employer may claim reimbursement of the worker's pay for the said leave, provided that this does not lead to termination of employment.</p>	

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation <sup>35</sup>	Gap-filling Measures
<p><i>Paragraph 12</i></p> <p>Where required by national law or the labor management procedures, project workers will receive written notice of termination of employment and details of severance payments in a timely manner.</p> <p>All wages that have been earned, social security benefits, pension contributions and any other entitlements will be paid on or before termination of the working relationship, either directly to the benefit of the project workers.</p> <p>Where payments are made for the benefit of project workers, project workers will be provided with evidence of such payments.</p>	<p><i>Article 38</i></p> <p>If a contract is terminated by one of the parties thereto in accordance with article 36, the party wishing to terminate the contract shall give the other party prior notice of termination equivalent to the period prescribed for the payment of wages or pay the wage for such period in full in lieu of notice.</p> <p><i>Article 39</i></p> <p>Should the employer rescind the contract of employment arbitrarily or if the contract is terminated in accordance with the provisions of paragraph (2) of article 35, the worker shall, in addition to his entitlement to wages, for the period of notice and any other entitlements provided for in this Code and the labour legislation giving effect to it, be entitled to special compensation for damages sustained as a result of termination. In all cases, the amount of such compensation shall be determined by the competent Arbitration Committee, subject to a ceiling of six months' wages.</p> <p><i>Article 40</i></p> <p>Should the contract of employment be terminated by the expiry of its specified term while negotiations are being conducted to renew or extend it, the contract shall continue to be valid during such negotiations for a maximum period of three months. If within the said period, the negotiations fail to produce results securing continuity of the contract, the contract shall be considered terminated.</p>	<p>The Implementing Agencies will meet the requirements of the Yemeni Labour Code. The Yemeni Labour Code fulfils ESS2 requirements</p> <p>The Implementing Agencies will meet the requirements of the Yemeni Labour Code. The Yemeni Labour Code fulfils ESS2 requirements</p> <p>ESS2 requirements will be applied when there is a gap between the national Labour Code and ESS2.</p>

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation <sup>35</sup>	Gap-filling Measures
<b><i>Non-discrimination and Equal Opportunity</i></b>		
<p><i>Paragraph 13</i></p> <p>Decisions relating to the employment or treatment of project workers will not be made on the basis of personal characteristics unrelated to inherent job requirements. The employment of project workers will be based on the principle of equal opportunity and fair treatment, and there will be no discrimination with respect to any aspects of the employment relationship, such as recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, or disciplinary practices.</p> <p>The labor management procedures will set out measures to prevent and address harassment, intimidation and/or exploitation. Where national law is inconsistent with this paragraph, the project will seek to carry out project activities in a manner that is consistent with the requirements of this paragraph to the extent possible.</p>	<p><i>Article 42</i></p> <p>Women shall be equal with men in relation to all conditions of employment and employment rights, duties and relationships, without any discrimination. Women shall also be equal with men in employment, promotion, wages, training and rehabilitation and social insurance. The requirements of job or occupational specifications shall not be considered as discrimination.</p> <p>Yemeni Law does not include any provision</p>	<p>The Implementing Agencies will meet the requirements of the Yemeni Labour Code. The Yemeni Labour Code fulfils ESS2 requirements</p> <p>The Implementing Agencies will require all workers to sign a Code of Conduct as per Annex 2</p>
<p><i>Paragraph 14</i></p> <p>Special measures of protection and assistance to remedy discrimination or selection for a particular job based on the inherent requirements of the job or the objectives of the project will not be deemed as discrimination, provided they are consistent with national law.</p>	<p>Yemeni Law does not include any provision</p>	<p>The Implementing Agencies will apply the ESS2 requirement</p>
<p><i>Paragraph 15</i></p> <p>The Borrower will provide appropriate measures of protection and assistance to address the vulnerabilities of project workers, including specific groups of workers, such as women, people with disabilities, migrant workers and children (of working age in accordance with this ESS). Such measures may be necessary only for specific periods of time, depending on the circumstances of the project worker and the nature of the vulnerability.</p>	<p><i>Article 43</i></p> <ul style="list-style-type: none"> <li>• Women's working time shall be five hours a day as from their sixth month pregnancy and, if breast-feeding, until the end of the sixth month after childbirth. Such working time may be further reduced for health reasons on the basis of a certified medical report.</li> <li>• The working time of women breast-feeding their children shall be reckoned from the day following the end of maternity leave to the end of the sixth month after the birth of the child.</li> </ul>	<p>The Implementing Agencies will meet the requirements of the Yemeni Labour Code. The Yemeni Labour Code fulfils ESS2 requirements</p>

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation <sup>35</sup>	Gap-filling Measures
	<p><i>Article 44</i></p> <p>It shall be forbidden to assign a woman to overtime work as from the sixth month of her pregnancy and during the first six months following her return to work after maternity leave.</p> <p><i>Article 45 (amended by Law 2008/15)</i> <sup>36</sup></p> <ul style="list-style-type: none"> <li>• A pregnant worker shall have the right to maternity leave with full pay for 70 days.</li> <li>• A pregnant woman shall not, under any circumstances, be employed during her maternity leave.</li> <li>• The pregnant working woman shall be granted a further 20 days leave, in addition to the days mentioned above, in the following cases: <ul style="list-style-type: none"> <li>○ If her labor (delivery) was difficult, as certified by a medical certificate</li> <li>○ If she gives birth to twins</li> </ul> </li> <li>• The working woman shall never be dismissed from her job during her maternity leave"</li> </ul> <p><i>Article 46</i></p> <ul style="list-style-type: none"> <li>• It shall be prohibited to employ women in industries and occupations which are hazardous, arduous or harmful to their health or social standing. The occupations prohibited under this paragraph shall be specified by order of the Minister.</li> <li>• It shall be forbidden to employ women at night, except during the month of Ramadhan and in the jobs which shall be specified by order of the Minister.</li> </ul> <p><i>Article 47</i></p> <p>An employer who employs women shall post in a visible place at the workplace the regulations governing the employment of women.</p>	
<b>Worker's Organizations</b>		
<p><i>Paragraph 16</i></p> <p>In countries where national law recognizes workers' rights to form and to join workers' organizations of their choosing and</p>	<p><i>Article 151</i></p> <ul style="list-style-type: none"> <li>• Workers and employers shall have the right freely to establish and join organizations with the aim of protecting their interests, defending their</li> </ul>	<p>The Implementing Agencies will meet the requirements of the Yemeni Labour</p>

<sup>36</sup> From the ILO NATLEX database: [https://www.ilo.org/dyn/natlex/natlex4.detail?p\\_lang=en&p\\_isn=93409](https://www.ilo.org/dyn/natlex/natlex4.detail?p_lang=en&p_isn=93409)

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation <sup>35</sup>	Gap-filling Measures
<p>to bargain collectively without interference, the project will be implemented in accordance with national law. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner.</p> <p>Where national law restricts workers' organizations, the project will not restrict project workers from developing alternative mechanisms to express their grievances and protect their rights regarding working conditions and terms of employment. The Borrower should not seek to influence or control these alternative mechanisms.</p> <p>The Borrower will not discriminate or retaliate against project workers who participate, or seek to participate, in such workers' organizations and collective bargaining or alternative mechanisms.</p>	<p>rights and representing them on bodies, councils and meetings and in all matters concerning them.</p> <ul style="list-style-type: none"> <li>Trade unions and employers' organizations shall have the right to carry on their activity in total freedom, without any interference in their affairs or outside influences.</li> </ul> <p>Not relevant given article 151</p> <p><i>Article 152</i> Subject to the provisions of article 35 of this Code, workers' representatives on a trade union committee shall not be dismissed or otherwise disciplined for carrying out their trade union activities in accordance with this Code, the Trade Unions Act and the rules and regulations made thereunder.</p>	<p>Code. The Yemeni Labour Code fulfils ESS2 requirements</p> <p>The Implementing Agencies will meet the requirements of the Yemeni Labour Code. The Yemeni Labour Code fulfils ESS2 requirements</p>
<b>B. Protecting the Work Force</b>		
<b><i>Child Labor and Minimum Age</i></b>		
<p><i>Paragraph 17</i></p> <p>A child under the minimum age established in accordance with this paragraph will not be employed or engaged in connection with the project. The labor management procedures will specify the minimum age for employment or engagement in connection with the project, which will be the age of 14 unless national law specifies a higher age.</p>	<p><i>Article 2</i></p> <p>"young person": any male or female person under 15 years of age;</p>	<p>The Project will not employ anyone under the age of 18.</p> <ul style="list-style-type: none"> <li>The Implementing Agencies will require all contractors and consultants to verify official documentation for all workers involved in their respective activities, such as a birth certificate, national identification card, passport, or medical or school record.</li> <li>If a child under 18 is discovered working on the Project, measures will be taken to immediately</li> </ul>

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation <sup>35</sup>	Gap-filling Measures
		terminate the employment or engagement of the child in a responsible manner, taking into account the best interest of the child.
<p><i>Paragraph 18</i></p> <p>A child over the minimum age and under the age of 18 may be employed or engaged in connection with the project only under the following specific conditions:</p> <p>(a) the work does not fall within paragraph 19 below;</p> <p>(b) an appropriate risk assessment is conducted prior to the work commencing; and (c) the Borrower conducts regular monitoring of health, working conditions, hours of work and the other requirement of this ESS.</p>	<p><i>Article 51</i></p> <p>Employers employing young persons shall:</p> <ul style="list-style-type: none"> <li>• keep a record of young persons and their social and occupational status indicating their names, age, name of guardian, date of entry into service, place of residence and any other information prescribed by the Ministry;</li> <li>• have them undergo a preliminary medical examination and regular examinations whenever necessary to ensure their medical fitness and keep a medical record for each young person containing all the information related to their medical history;</li> </ul>	<p>The Project will not employ anyone under the age of 18.</p> <ul style="list-style-type: none"> <li>• The Implementing Agencies will require all contractors and consultants to verify official documentation for all workers involved in their respective activities, such as a birth certificate, national identification card, passport, or medical or school record.</li> <li>• If a child under 18 is discovered working on the Project, measures will be taken to immediately terminate the employment or engagement of the child in a responsible manner, taking into account the best interest of the child.</li> </ul>
<p><i>Paragraph 19</i></p> <p>A child over the minimum age and under the age of 18 will not be employed or engaged in connection with the project in a manner that is likely to be hazardous or interfere with the child's education or be harmful to the child's health or physical, mental, spiritual, moral or social development.</p>	<p><i>Article 48</i></p> <ul style="list-style-type: none"> <li>• It shall be forbidden to employ a young person for more than seven hours per day or 42 hours per week. Weekly hours of work shall be distributed over six working days followed by one day of rest with full pay.</li> <li>• Daily hours of work shall be broken by a period of rest of not less than one hour. A young person shall not work continuously for more than four hours.</li> <li>• It shall be forbidden to make a young person work overtime or at night except in those jobs to be specified by order of the Minister.</li> </ul>	<p>The Project will not employ anyone under the age of 18.</p> <ul style="list-style-type: none"> <li>• The Implementing Agencies will require all contractors and consultants to verify official documentation for all workers involved in their respective activities, such as a birth certificate, national identification card,</li> </ul>

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation <sup>35</sup>	Gap-filling Measures
	<ul style="list-style-type: none"> <li>The hours a young person spends in training during his daily hours of work shall be considered as official working time.</li> <li>It shall be prohibited to make a young person work during his weekly periods of rest, official holidays and other leave.</li> </ul>	<p>passport, or medical or school record.</p> <ul style="list-style-type: none"> <li>If a child under 18 is discovered working on the Project, measures will be taken to immediately terminate the employment or engagement of the child in a responsible manner, taking into account the best interest of the child.</li> </ul>
<b>Forced Labor</b>		
<p><i>Paragraph 20</i></p> <p>Forced labor, which consists of any work or service not voluntarily performed that is exacted from an individual under threat of force or penalty, will not be used in connection with the project. This prohibition covers any kind of involuntary or compulsory labor, such as indentured labor, bonded labor, or similar labor-contracting arrangements. No trafficked persons will be employed in connection with the project.</p>	Yemeni Law does not include any provision	The Implementing Agencies will ban all forms of forced labour under the Project
<b>C. Grievance Mechanism</b>		
<p><i>Paragraph 21</i></p> <p>A grievance mechanism will be provided for all direct workers and contracted workers (and, where relevant, their organizations) to raise workplace concerns. Such workers will be informed of the grievance mechanism at the time of recruitment and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all such project workers.</p>	Yemeni Law does not include any provision	The Implementing Agencies will apply ESS2 requirements
<p><i>Paragraph 22</i></p> <p>The grievance mechanism will be proportionate to the nature and scale and the potential risks and impacts of the project. It will be designed to address concerns promptly, using an understandable and transparent process that provides timely</p>	Yemeni Law does not include any provision	The Implementing Agencies will apply ESS2 requirements

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation <sup>35</sup>	Gap-filling Measures
<p>feedback to those concerned in a language they understand, without any retribution, and will operate in an independent and objective manner. The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to such project workers. Existing grievance mechanisms may be supplemented as needed with project-specific arrangements.</p>		
<p><i>Paragraph 23</i></p> <p>The grievance mechanism will not impede access to other judicial or administrative remedies that might be available under the law or through existing arbitration procedures, or substitute for grievance mechanisms provided through collective agreements.</p>	<p>Yemeni Law does not include any provision</p>	
<b>D. Occupational Health and Safety (OHS)</b>		
<p><i>Paragraph 24</i></p> <p>Measures relating to occupational health and safety will be applied to the project. The OHS measures will include the requirements of this Section, and will take into account the General EHSGs and, as appropriate, the industry-specific EHSGs and other GIIP. The OHS measures applying to the project will be set out in the legal agreement and the ESCP</p>	<p><i>Article 113</i></p> <p>An employer who commissions any new enterprise shall ensure that it meets occupational safety and health requirements. The competent Ministry shall ensure compliance with appropriate occupational safety and health requirements and conditions.</p> <p><i>Article 114</i></p> <p>Employers shall observe the following rules:</p> <ul style="list-style-type: none"> <li>• Workplace health and safety conditions shall be maintained in conformity with occupational safety and health requirements.</li> <li>• Workplaces shall be properly ventilated and adequately lighted during working hours in accordance with the standards established by the authorities responsible for occupational safety and health.</li> <li>• The necessary precautions shall be taken to protect workers from such damage to their health as may be caused by gas, dust, smoke or any other emissions or waste likely to be discharged by the industry.</li> <li>• The necessary precautions shall be taken to protect workers against the hazards of equipment and machinery and the hazards of conveyors and handling, including any risks of collapse.</li> </ul>	<p>In addition to meeting the requirements of Chapter IX of the Labour Code, the Implementing Agencies will require contractors to meet the relevant Project ESHS requirements in Annex 2. These cover all of the issues raised in Paragraph 24 of ESS2</p>

ESS2 Requirements (Direct quote from ESS2)	Yemени Labour Code Requirements Direct quote from ILO translation <sup>35</sup>	Gap-filling Measures
	<ul style="list-style-type: none"> <li>• The necessary precautions shall be taken against natural hazards and damage, including health, humidity and cold.</li> <li>• The necessary precautions shall be taken against the hazards of excessive light, noise, harmful or dangerous radiation, vibration, variation in atmospheric pressure inside the workplace, including any risk of explosion.</li> <li>• Easily accessible lavatories and wash-rooms shall be provided, and separate lavatories and wash-rooms shall be provided for women workers if women are employed on the premises.</li> <li>• An adequate and easily accessible supply of drinking water shall be provided for the worker's use.</li> <li>• The necessary precautions shall be taken to deal with fires and provide fire-fighting equipment, including emergency exits, which shall be maintained in working order at all times.</li> <li>• Industrial accidents and occupational diseases shall be recorded in a register and notified to the competent authorities and statistics on industrial accidents and occupational diseases shall be kept for submission to the Ministry upon request.</li> </ul>	
<p><i>Paragraph 25</i></p> <p>The OHS measures will be designed and implemented to address: (a) identification of potential hazards to project workers, particularly those that may be life threatening; (b) provision of preventive and protective measures, including modification, substitution, or elimination of hazardous conditions or substances; (c) training of project workers and maintenance of training records; (d) documentation and reporting of occupational accidents, diseases and incidents; (e) emergency prevention and preparedness and response arrangements to emergency situations; and (f) remedies for adverse impacts such as occupational injuries, deaths, disability and disease.</p>	<p><i>Article 118</i></p> <ul style="list-style-type: none"> <li>• The employer shall: <ul style="list-style-type: none"> <li>◦ advise and inform workers, before their engagement, on work-related and occupational hazards and on the preventive procedures which must be observed at work;</li> <li>◦ provide continuous guidance to workers and control their observance of occupational safety and health;</li> <li>◦ display in a visible place instructions, guidance and posters explaining work-related and occupational hazards and methods of preventing them and use all possible illustrative means to that end;</li> <li>◦ increase worker's awareness of occupational safety and health protection and make them participate in training courses and seminars on these matters.</li> </ul> </li> </ul> <p>....</p>	<p>In addition to meeting the requirements of Article 118 of the Labour Code, the Implementing Agencies will require contractors to meet the relevant Project ESHS requirements in Annex 2. These cover all the issues raised in Paragraph 25 of ESS2</p>
<p><i>Paragraph 26</i></p> <p>All parties who employ or engage project workers will develop and implement procedures to establish and maintain a safe</p>	<p><i>Article 115</i></p> <p>Employers shall take the necessary precautions to protect workers and ensure their safety against such hazards as may arise from their work and</p>	<p>In addition to meeting the requirements of Article 115 of the Labour Code, the</p>

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation <sup>35</sup>	Gap-filling Measures
<p>working environment, including that workplaces, machinery, equipment and processes under their control are safe and without risk to health, including by use of appropriate measures relating to chemical, physical and biological substances and agents. Such parties will actively collaborate and consult with project workers in promoting understanding, and methods for, implementation of OHS requirements, as well as in providing information to project workers, training on occupational safety and health, and provision of personal protective equipment without expense to the project workers.</p>	<p>the machinery in use. The employer shall not deduct any amount from their wages in consideration of:</p> <ul style="list-style-type: none"> <li>• the provision of protective devices, equipment and clothing to protect workers from exposure to occupational injuries and diseases;</li> <li>• any allowances granted to workers for working in conditions harmful to their health, or any meals provided to them in compliance with occupational safety and health requirements;</li> <li>• expenses incurred on account of workers' medical examinations, regular or otherwise, as necessitated by occupational safety and health requirements;</li> <li>• the provision of first aid equipment at the workplace.</li> </ul>	<p>Implementing Agencies will require contractors to meet the relevant Project ESHS requirements in Annex 2. These cover all the issues raised in Paragraph 26 of ESS2</p>
<p><i>Paragraph 27</i></p> <p>Workplace processes will be put in place for project workers to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health. Project workers who remove themselves from such situations will not be required to return to work until necessary remedial action to correct the situation has been taken. Project workers will not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal.</p>	<p>Yemeni Law does not include any provision</p>	<p>The Implementing Agencies will require contractors to meet the relevant Project ESHS requirements in Annex 2. These cover all the issues raised in Paragraph 27 of ESS2</p>
<p><i>Paragraph 28</i></p> <p>Project workers will be provided with facilities appropriate to the circumstances of their work, including access to canteens, hygiene facilities, and appropriate areas for rest. Where accommodation services are provided to project workers, policies will be put in place and implemented on the management and quality of accommodation to protect and promote the health, safety, and well-being of the project workers, and to provide access to or provision of services that accommodate their physical, social and cultural needs.</p>	<p><i>Article 114</i></p> <ul style="list-style-type: none"> <li>• ....</li> <li>• Easily accessible lavatories and wash-rooms shall be provided, and separate lavatories and wash-rooms shall be provided for women workers if women are employed on the premises.</li> <li>• ....</li> </ul>	<p>In addition to the relevant clause from Article 114 of the Labour Code, the Implementing Agencies will require contractors to meet the relevant Project ESHS requirements in Annex 2. These cover all the issues raised in Paragraph 28 of ESS2</p>

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation <sup>35</sup>	Gap-filling Measures
<p><i>Paragraph 29</i></p> <p>Where project workers are employed or engaged by more than one party and are working together in one location, the parties who employ or engage the workers will collaborate in applying the OSH requirements, without prejudice to the responsibility of each party for the health and safety of its own workers.</p>	<p>Yemeni Law does not include any provision</p>	<p>The Implementing Agencies will require contractors to meet the relevant Project ESHS requirements in Annex 2. These cover all the issues raised in Paragraph 29 of ESS2</p>
<p><i>Paragraph 30.</i></p> <p>A system for regular review of occupational safety and health performance and the working environment will be put in place and include identification of safety and health hazards and risks, implementation of effective methods for responding to identified hazards and risks, setting priorities for taking action, and evaluation of results.</p>	<p>Yemeni Law does not include any provision</p>	<p>The Implementing Agencies will require contractors to meet the relevant Project ESHS requirements in Annex 2. These cover all the issues raised in Paragraph 30 of ESS2</p>
<p><b>E. Contracted Workers</b></p>		
<p><i>Paragraph 31</i></p> <p>The Borrower will make reasonable efforts to ascertain that third parties who engage contracted workers are legitimate and reliable entities and have in place labor management procedures applicable to the project that will allow them to operate in accordance with the requirements of this ESS, except for paragraphs 34–42.</p>	<p>Yemeni Law does not include any provision</p>	<p>The Implementing Agencies will apply ESS2 requirements</p>
<p><i>Paragraph 32</i></p> <p>The Borrower will establish procedures for managing and monitoring the performance of such third parties in relation to the requirements of this ESS. In addition, the Borrower will incorporate the requirements of this ESS into contractual agreements with such third parties, together with appropriate noncompliance remedies. In the case of subcontracting, the Borrower will require such third parties to include equivalent requirements and noncompliance remedies in their contractual agreements with subcontractors.</p>	<p>Yemeni Law does not include any provision</p>	<p>The Implementing Agencies will apply ESS2 requirements</p>

<b>ESS2 Requirements (Direct quote from ESS2)</b>	<b>Yemeni Labour Code Requirements Direct quote from ILO translation<sup>35</sup></b>	<b>Gap-filling Measures</b>
<p><i>Paragraph 33</i></p> <p>Contracted workers will have access to a grievance mechanism. In cases where the third party employing or engaging the workers is not able to provide a grievance mechanism to such workers, the Borrower will make the grievance mechanism provide under Section C of this ESS available to the contracted workers.</p>	<p>Yemeni Law does not include any provision</p>	<p>The Implementing Agencies will apply ESS2 requirements</p>
<b>F. Primary Supply Workers</b>		
<p><i>Paragraph 39</i></p> <p>As part of the environmental and social assessment, the Borrower will identify potential risks of child labor, forced labor and serious safety issues which may arise in relation to primary suppliers.</p>	<p>Yemeni Law does not include any provision</p>	<p>The Implementing Agencies will apply ESS2 requirements</p>
<p><i>Paragraph 40</i></p> <p>Where there is a significant risk of child labor or forced labor related to primary supply workers, the Borrower will require the primary supplier to identify those risks consistent with paragraphs 17 to 20 above. The labor management procedures will set out roles and responsibilities for monitoring primary suppliers. If child labor or forced labor cases are identified, the Borrower will require the primary supplier to take appropriate steps to remedy them.</p>	<p>Yemeni Law does not include any provision</p>	<p>The Implementing Agencies will apply ESS2 requirements</p>
<p><i>Paragraph 41</i></p> <p>Additionally, where there is a significant risk of serious safety issues related to primary supply workers, the Borrower will require the relevant primary supplier to introduce procedures and mitigation measures to address such safety issues. Such procedures and mitigation measures will be reviewed periodically to ascertain their effectiveness.</p>	<p>Yemeni Law does not include any provision</p>	<p>The Implementing Agencies will apply ESS2 requirements</p>
<p><i>Paragraph 42</i></p> <p>The ability of the Borrower to address these risks will depend upon the Borrower's level of control or influence over its</p>	<p>Yemeni Law does not include any provision</p>	<p>The Implementing Agencies will apply ESS2 requirements</p>

<b>ESS2 Requirements (Direct quote from ESS2)</b>	<b>Yemeni Labour Code Requirements Direct quote from ILO translation<sup>35</sup></b>	<b>Gap-filling Measures</b>
primary suppliers. Where remedy is not possible, the Borrower will, within a reasonable period, shift the project's primary suppliers to suppliers that can demonstrate that they are meeting the relevant requirements of this ESS.		

## 6.5.2 Working Conditions and Management of Worker Relationships

### *Terms and Conditions of Employment (paragraphs 10-12 of ESS2)*

199. Paragraphs 10-12 of ESS2 cover: (i) contract terms and conditions; (ii) wages and deductions; (iii) working hours; (iv) overtime; (v) rest breaks; and (vi) leave. The Yemeni Labour Code fulfils ESS2 requirements on these issues. The only exception to the above is linked to the last sentence in Paragraph 10 of ESS2:

*This information and documentation will be provided at the beginning of the working relationship and when any material changes to the terms or conditions of employment occur.*

200. Therefore:

- The Implementing Agencies will ensure that the requirements arising from Paragraph 10-12 of ESS2 will be applied to all their direct and contracted workers.
- The Implementing Agencies will ensure that national requirements are met for all their contracted workers.
- Workers individually recruited by UNICEF and WFP will not be subjected to national requirements.

201. Direct workers recruited by the Implementing Agencies with Project funding will have individual agreements (employment contracts or service contracts) with fixed monthly salary rates. All recruitment procedures will be documented, and records kept in accordance with agency requirements in the case of UNICEF and WFP, and both their own and Labour Law requirements in the case of SCI.

202. Terms and conditions of workers recruited by contractors, including part-time workers, will be determined by their individual contracts.

203. For all their direct and contracted workers, the Implementing Agencies will ensure that:

- Recruitment procedures are transparent, public, and non-discriminatory, and open with respect to ethnicity, religion, sexuality, disability, or gender
- Clear job descriptions are provided in advance of recruitment indicating the skills required for each post
- Employment terms and conditions are communicated in a language that is understandable to both parties
- In addition to written documentation, an oral explanation of conditions and terms of employment is provided to workers who may have difficulty understanding the documentation
- All workers have written contracts describing terms and conditions of work, including:
  - Hours of work, wages, overtime, compensation and benefits, holidays, leaves, etc
  - Adequate periods of rest per week, annual holiday, and sick leave
- All workers have the content of their contract explained to them before they sign
- All workers are provided with the following information before they sign:
  - Non-Discrimination and Equal Opportunity in the Project

- o Measures to prevent GBV and SEA in accordance with the ESF
- o Ban the use or support of child, forced or compulsory labour
- All workers sign their employment contract
- All open-ended workers are informed at least one month before their expected release date if terminated
- Information and documentation are provided directly to the concerned workers if there is any material change to the terms or conditions of employment

*Non-discrimination and Equal Opportunity (paragraphs 13-15 of ESS2)*

204. The Implementing Agencies will require that the employment of all project workers be based on the principles of non-discrimination and equal opportunity. There will be no discrimination with respect to any aspects of the employment relationship, including recruitment, compensation, working conditions and terms of employment, access to training, promotion, or termination of employment.

205. The Implementing Agencies will meet the relevant provisions of the Yemeni Labour Code where these match ESS2 requirement, most particular Article 42 regarding the equal employment conditions for women, and Articles 43-47 defining special measures to address the vulnerabilities of women workers.

206. The Implementing Agencies will meet the requirements in paragraph 13 of ESS2 regarding workplace harassment, intimidation and/or exploitation, including sexual exploitation and abuse (SEA) and sexual harassment (SH), by requiring all direct and contracted Project workers to sign the Code of Conduct that is part of the Project's ESHS requirement for contractors (Annex 2).

*Sexual Harassment*

207. There is no specific law in Yemen addressing sexual harassment, however articles 270-274 of the Criminal Code stipulate that anyone who commits an offending or disgraceful act in public (any act which offends public morality or honour, exposes private areas or involves speaking indecently) can be sentenced to up to six months in prison or fines (1000 Yemeni Rial). The punishment rises to up to one year in prison and fines for forcing a female to behave immorally. The law does not protect explicitly against sexual harassment however it gives a worker the right to terminate his/her employment contract without prior notice when the employer (or his/her representative) commits a morally offensive act (which includes sexual harassment) or assault him/her or any of his/her family members.

*Worker's Organizations (paragraph 16 of ESS2)*

208. The Labour Code states that:

*Workers and employers shall have the right freely to establish and join organizations with the aim of protecting their interests, defending their rights and representing them on bodies, councils and meetings and in all matters concerning them.*

209. As indicated in Paragraph 16 of ESS2, **the Implementing Agencies will apply the Labour Code with regards to worker organizations**, most particularly the provisions regarding the settlement of labour disputes.

### 6.5.3 Protecting the Work Force

#### *Child Labour and Minimum Age (paragraphs 17-18 of ESS2)*

210. **The Project will not employ persons under the age of 18.** Furthermore, the respective policies of the Implementing Agencies do not allow employment of children under the age of 18. The Implementing Agencies will require all contractors and consultants to verify the identity and age of all Project workers, using documentation such as a birth certificate, national identification card, passport, or medical or school record. If a child under 18 is discovered working on the Project, measures will be taken to immediately terminate the employment or engagement of the child in a responsible manner, taking into account the best interest of the child.

#### *Forced Labour (paragraph 20 of ESS2)*

211. There is no provision prohibiting forced labour in the Labour Code.

212. **The Implementing Agencies will ban all forms of forced labour under the Project.** A provision regarding forced labour is included in the above mentioned ESHS requirements for contractors.

### 6.5.4 Grievance Mechanism (paragraphs 21-23 of ESS2)

213. The Implementing Agencies will ensure that a grievance mechanism is provided for all direct and contracted Project workers to raise workplace concerns, prior to any recruitment. The Implementing Agencies will ensure that all such workers are informed of the grievance mechanism at the time of recruitment, and that the grievance mechanism is easily accessible to all Project workers.

214. The GMs for workers will include: (i) procedure to receive grievances such as comment/complaint form, suggestion boxes, email, and telephone line, (ii) stipulated timeframes to respond to grievances, (iii) a register to record and track the timely resolution of grievances, and (iv) a focal point responsible to receive, record and track resolution of work-related grievances. They shall adhere to the following principles<sup>37</sup>:

- *Provision of information.* All workers should be informed about the grievance mechanism at the time they are hired, and details about how it operates should be easily available, for example, included in worker documentation or on notice boards.
- *Transparency of the process.* Workers must know to whom they can turn in the event of a grievance and the support and sources of advice that are available to them. All line and senior managers must be familiar with their organization's grievance procedure.
- *Keeping it up to date.* The process should be regularly reviewed and kept up to date, for example, by referencing any new statutory guidelines, changes in contracts or representation.
- *Confidentiality.* The process should ensure that a complaint is dealt with confidentially. While procedures may specify that complaints should first be made to the workers' line manager, there should also be the option of raising a grievance first with an alternative manager, for example, a human

<sup>37</sup> These principles are included in the ESHS requirements for contractors. They are based on Annex D of the Guidance Note for Performance Standard 2.

resource (personnel) manager.

- *Non-retribution.* Procedures should guarantee that any worker raising a complaint will not be subject to any reprisal.
- *Reasonable timescales.* Procedures should allow for time to investigate grievances fully, but should aim for swift resolutions. The longer a grievance is allowed to continue, the harder it can be for both sides to get back to normal afterwards. Time limits should be set for each stage of the process, for example, a maximum time between a grievance being raised and the setting up of a meeting to investigate it.
- *Right of appeal.* A worker should have the right to appeal to the World Bank or national courts if he or she is not happy with the initial finding.
- *Right to be accompanied.* In any meetings or hearings, the worker should have the right to be accompanied by a colleague, friend or union representative.
- *Keeping records.* Written records should be kept at all stages. The initial complaint should be in writing, if possible, along with the response, notes of any meetings and the findings and the reasons for the findings. Any records on SEA shall be registered separately and under the strictest confidentiality.
- *Relationship with collective agreements.* Grievance procedures should be consistent with any collective agreements.
- *Relationship with regulation.* Grievance processes should be compliant with the national employment code.

215. The GMs for workers shall be distinct from the Project level Grievance Mechanism for affected individuals and communities that is detailed in the Project SEP. They will not preclude the right of workers to access other judicial or administrative remedies that might be available under Yemeni law or through existing arbitration procedures, or substitute for grievance mechanisms provided through collective agreements. Rather, their purpose is to mediate and seek appropriate solutions to labour related grievances, without escalating to higher stages.

216. Sexual abuse, exploitation and harassment complaints by survivors will not be addressed through the GMs for workers, but rather directly through a separate channel of the Project GM, as described in the Project GBV/SEA/SH Prevention and Response Action Plan.

217. The Implementing Agencies shall establish prior to recruitment a GM for their respective direct workers that will be supervised by their respective GM focal points (see the Project SEP).

218. As indicated in the ESHS requirements for contractors, the Implementing Agencies will require that each contractor put in place a Grievance Mechanism (GM) to raise workplace related concerns for its contracted workers and the workers of its subcontractors, as indicated in the ESHS requirements (Annex 2). These worker GMs will be proportionate to the workforce, as well as the nature and scale and the potential risks and impacts of the Project. Depending on the nature and scope of activities, the Implementing Agencies might provide workers access to their Project GM to handle work related complaints, rather than require contractors to establish their own GM.

219. The Implementing Agencies will ensure that all workers are informed of the grievance mechanism at the time of recruitment, the measures put in place to protect them against any reprisal for its use, processes in place to ensure a safe working environment, and how to report if they feel unsafe.

220. When appropriate because of the scope and nature of the activities, each employer will designate a Grievance Focal Point (GFP). This person will receive the complaints, and coordinate with relevant departments/organization and persons to address the complaint. Contractors must escalate the issue to the respective IA within 7 days if the grievance cannot be resolved. If the Contractor does not respond to the complaint, or if the contractor's response is not satisfactory, the

complainant or its representative can directly contact the GM Focal Point within the concerned IA directly to follow up on the issue.

221. If complaints cannot be resolved at the local or country level for UNICEF contracted workers, the workers may report complaints to UNICEF's Office of Internal Audit and Investigations (OIAI) through UNICEF's website: <https://www.unicef.org/auditandinvestigation/report-wrongdoing>.

222. The GM focal point within each IA will review work-related grievances from Project workers and their resolution on a quarterly basis, across all of the IA's contractors, and prepare a short summary to be included in the bi-annual progress report to the World Bank.

### **6.5.5 Occupational Health and Safety (paragraphs 24-32 of ESS2)**

223. Each IA will require all of its contractors to meet the relevant OHS measures<sup>38</sup> that are included in the Project ESHS requirements, which are derived from the General Environmental Health and Safety Guidelines. These requirements go beyond what is included in Chapter IX of the Yemeni Labour Code, most particularly on the requirement to:

- Put in place workplace processes for project workers to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health. Project workers who remove themselves from such situations will not be required to return to work until necessary remedial action to correct the situation has been taken. Project workers will not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal (paragraph 27 of ESS2)
- Collaborate with other contractors in applying health and safety requirements, when workers from more than one contractor are working together in one location, without prejudice to the responsibility of each party for the health and safety of its own workers (paragraph 29 of ESS2).

224. The ESHS requirements also require that all contracted workers and subcontractors receive adequate training and information prior to commencement of new assignments, regarding relevant work hazards and protection of their health from hazardous ambient factors that may be present.

225. The Implementing Agencies will also establish and maintain a system for regular review of occupational safety and health performance and the working environment, including the identification of safety and health hazards and risks, the implementation of effective methods for responding to identified hazards and risks, setting priorities for taking action, and the evaluation of results (paragraph 30 of ESS2).

### **6.5.6 Contracted Workers<sup>39</sup> (paragraphs 31-33 of ESS2)**

226. The Implementing Agencies will use their own procurement procedures for solicitations and contracts. They will ensure that bidding contractors are legitimate and licensed according to the Yemeni Labour Code. During the process of selecting contractors who will engage contracted workers, the

---

<sup>38</sup> Relevance will be determined during the screening process

<sup>39</sup> This section is called **10. Contractor Management** in the LMP Template

Implementing Agencies may review the following information:

- Business licenses, registrations, permits, and approvals;
- Records of safety and health violations, and responses;
- Documents relating to a labour management system, including OHS issues;
- Workers' certifications/permits/training to perform required work;
- Accident and fatality records and notifications to authorities;
- Proof of workers' experience and enrolment in related projects;
- Worker payroll records, including hours worked and pay received;
- Enrolment of safety members and records of meetings
- Copies of previous contracts, showing inclusion of provisions and terms reflecting ESS2.

227. The Implementing Agencies will ensure that the management of environmental, health, safety, and social risks (**including labour related risks**) are an integral part of their contract management, particularly works contracts. Requirements applicable to contractors regarding these risks when the risks are relevant are detailed in the standardized Environmental, Social, Health, and Safety requirements (ESHS, see Annex 2), including a Code of Conduct. The purpose of the Code of Conduct is to commit all persons engaged by the contractor, including subcontractors and suppliers, to acceptable standards of behaviour. Signature of the Code confirms that:

- They have received a copy of the Code of Conduct as part of their contract
- The Code of Conduct was explained to them as part of induction process
- They acknowledged that adherence to this Code of Conduct is a mandatory condition of employment
- Understand that violations of the Code of Conduct can result in serious consequences, up to and including dismissal, or referral to legal authorities.

228. These ESHS requirements meet the national labour requirements, as well as the requirements of ESS2, and ESS4. In particular, the Occupational Health and Safety measures in the ESHS include: (a) the identification of potential hazards to project workers, particularly those that may be life threatening; (b) the provision of preventive and protective measures, including modification, substitution, or elimination of hazardous conditions or substances; (c) training of project workers and maintenance of training records; (d) documentation and reporting of occupational accidents, diseases and incidents; (e) emergency prevention and preparedness and response arrangements to emergency situations; and (f) remedies for adverse impacts such as occupational injuries, deaths, disability and disease.

229. As appropriate and relevant, the Implementing Agencies shall:

- Include the ESHS requirements in request for proposals (RFPs) for all construction activities.
- Require that bidders' submission outline how they plan to meet the relevant ESHS requirements, and include the full cost of all the actions necessary to meet the relevant ESHS requirements.
- Assess the quality of the bidder's response to ESHS requirements, their past environmental and social performance, and their capacity to meet ESHS

requirements, during the selection process.

- Include the relevant ESHS requirements in all contracts, as special technical clauses, and also incorporate any additional requirements indicated in the subproject ESMP.
- Require selected contractors to prepare and submit to the concerned IA a succinct Contractor-ESMP (C-ESMP), detailing how they will operationalize the relevant ESHS requirements.
- Review and approve the succinct C-ESMP before the start of work
- Require that Contractors implement their respective C-ESMPs, and monitor their performance in doing so.

230. When appropriate, the Implementing Agencies shall provide sufficient training and orientation to their contractors at different stages of awarding and implementation of the Project, to ensure their full understanding and compliance with the relevant ESHS requirements.

231. The Implementing Agencies shall ensure that the application of ESHS requirements is proportional to the scope of the contract, the number of employees involved, and the level of risk. Whereas, no C-ESMP might be sufficient for a contract involving 3 employees to repair a leaking toilet, a C-ESMP will be necessary for a contract to replace multiple toilets and install septic tanks for 100 schools, an activity that could involve several teams over several months.

232. The Implementing Agencies shall monitor the performance of contractors in relation to their contracted workers, focusing on compliance with their contractual agreements (obligations, representations, and warranties). Contractor's labour management reports shall include: (a) a representative sample of employment contracts; (b) records relating to grievances received and their resolution; (c) reports relating to safety inspections, including fatalities and incidents and implementation of corrective actions; (d) records relating to incidents of noncompliance with national law; and (e) records of training provided for contracted workers to explain the standardized Environmental and Social Clauses.

233. More broadly, the Implementing Agencies shall conduct regular supervision check-ups to monitor and ensure the compliance of contractors with their respective C-ESMP.

#### *Environmental and Social Liabilities of Contractors*

234. The Implementing Agencies will hold Contractors accountable for their environmental and social performance, as well as any environmental or social damage or prejudice caused by their staff, by including the following measures in bidding documents and contracts:

- Mitigation measures to be included in the contract will be specified in the subproject ESMP prepared by the Implementing Agencies.
- Any impact that is not properly mitigated will be the object of an environmental/social notice by the concerned IA.
- For minor infringements and social complaints, an incident which causes temporary but reversible damage, the contractor will be given a notice to remedy the problem and restore the environment. No further actions will be taken if the Implementing Agency confirms that restoration is done satisfactorily.
- For social notices, the Project engineer will alert the contractor to remedy the social impact and to follow the issue until solved. If the contractor does not comply with the remediation request, work will be stopped and considered under no excused delay.
- If the contractor hasn't remedied the environmental impact during the allotted time, the Implementing Agency or its implementing partner will stop

the work and give the contractor a notification according to the non-complied mitigation measure that was specified in the bidding document.

- No further actions will be required if the Implementing Agency sees that restoration is done satisfactorily. Otherwise, if Contractor hasn't remedied the situation within one day any additional days of stopping work will be considered no excused delay
- Environmental notifications issued by the Implementing Agency might include one or more environmental penalty.
- In the event of repeated noncompliance totalling, the Implementing Agency will bring the environmental and social notices history to its procurement to take legal action.

### **6.5.7 Primary Supply Workers (Paragraphs 39 to 42 of ESS2)**

235. Primary suppliers for the Project may include suppliers of construction material and of school materials:

- *Selection of primary suppliers.* When sourcing construction or school materials from primary suppliers, the contractor will require such suppliers to identify the risk of child labour/force labour and serious safety risks in producing the materials. The Implementing Agencies will review and approve the purchase of primary supplies from the suppliers following such risk identification/assessment and any other relevant due diligence. Where appropriate, the contractor will be required to include specific requirements on child labour/forced labour and work safety issues in all purchase orders and contracts with primary suppliers.
- *Remedial process.* If child labour/forced labour and/or serious safety incidents are identified in relation to primary supply workers, the Implementing Agencies will require the primary supplier to take appropriate steps to remedy them. Such mitigation measures will be monitored periodically to ascertain their effectiveness. Where the mitigation measures are found to be ineffective, the Implementing Agencies will, within reasonable period, shift the project's primary suppliers to suppliers that can demonstrate that they are meeting the relevant requirements.

## **6.6 Responsible Staff**

### **6.6.1 Implementing Agencies**

236. The environmental and social experts in the respective Implementing Agencies will oversee and guide all aspects of the Project related to ESS2 and this LMP. They will coordinate with Project activities on a daily basis, including relations with direct workers, contractors and primary suppliers. More specifically the experts will:

- Ensure implementation of the key provisions of the LMP among its direct staff and consultants
- Inform contractors of the provisions of the LMP and ensure provisions on key requirements are included in contracts
- Monitor training on LMP and OHS for all Project workers, including their direct workers
- Ensure that the grievance mechanisms for Project workers are established and implemented and that workers are informed of their purpose and how to use them
- Monitor implementation of the Code of Conduct

- Update the LMP when necessary, during the preparation, development and implementation of the Project

237. Each Implementing Agency will ensure that their environmental and social experts are sufficiently qualified and trained to address labour related issues.

### **6.6.2 Contractors and subcontractors**

238. All contractors and subcontractors will:

- Prepare and implement a C-ESMP, if applicable
- Comply with the labour-relevant ESHS requirements, including worker training, OHS requirements, and the Code of Conduct
- Manage their contracted workers in accordance with national laws and regulations and this LMP, and ensure that their subcontractors do the same
- Enforce the Code of Conduct to address GBV risks amongst their contracted workers
- Verify the age of workers to avoid child labour
- Report emergencies, incidents and accidents in a timely manner to relevant Implementing Agencies
- Communicate job description and employment conditions to contracted workers in a clear manner, and ensure that CoCs are signed by all its contracted workers
- Maintain records of recruitment and employment for contracted workers
- Have a system to regularly review and report on labour, and occupational health and safety performance
- Assign a Safety Officer who will be responsible for OHS issues, when the presence of such an officer is deemed necessary

## 7. Subproject Procedures to Address Environmental and Social Issues

239. This section sets out in detail the procedures to be followed in addressing the environmental and social risks and impacts of subprojects. The Implementing Agencies will each define what constitutes a subproject according to their respective activities<sup>40</sup>.

### 7.1 Exclusion List

240. The first step in addressing a subproject's environmental and social risks and impacts is for the Implementing Agencies to exclude as ineligible for REAL support all activities that include any of the following attributes:

- Production or activities involving harmful or exploitative forms of forced labour/harmful child labour;
- Production or trade in any product or activity deemed illegal under host country laws or regulations or international conventions and agreements;
- Production or trade in weapons and munitions;
- Gambling, casinos and equivalent enterprises;
- Trade in wildlife or wildlife products regulated under CITES;
- Production or trade in radioactive materials;
- Production or trade in or use of un-bonded asbestos fibres;
- Production or trade in wood or other forestry products from unmanaged forests;
- Production or trade in products containing PCBs;
- Production, trade, storage, or transport of significant volumes of hazardous chemicals, or commercial scale usage of hazardous chemicals;
- Production or trade in pharmaceuticals subject to international phase outs or bans;
- Production or trade in pesticides / herbicides subject to international phase outs or bans
- Production or trade in ozone depleting substances subject to international phase out;
- Power plants,
- Large-scale transport infrastructure such as highways, expressways, urban metro-systems, railways, and ports,
- Investments in extractive industries; commercial logging,
- Dams, or projects involving allocation or conveyance of water, including inter-basin water transfers or activities resulting in significant changes to water quality or availability,
- Activities that would significantly convert natural habitats or significantly alter potentially important biodiversity and/or cultural resource areas, and
- Activities that would require the relocation of residential households and/or significant involuntary land acquisition,
- Activities in disputed areas.

### 7.2 Screening

241. Within one week of receiving a draft subproject proposal from technical staff, the E&S Focal Point in

---

<sup>40</sup> The Project Operations Manual (POM) will detail the linkages between the ESMF and Project implementation

the concerned IA will prepare, sign, and pass on to the Project Manager a subproject specific screening form (Template in Annex 3), indicating:

- The proposed environmental and social risk rating (High, Substantial, Moderate or Low), with justifications
- The proposed environmental and social risk management instruments.

242. Most importantly, the E&S Focal Point must determine if the subproject requires a full Environmental and Social Impact Assessment (ESIA) and Environmental and Social Management Plan (ESMP).

## 7.3 Environmental and Social Risk Management Instruments

### 7.3.1 Subprojects requiring a full ESIA and ESMP

243. If a subproject requires a full ESIA and ESMP, the E&S Focal Point will prepare draft ToRs for the ESIA and ESMP as per the templates in Annexes 4 and 5. He will then pass on the ToRs to the Program Manager who will submit them to the World Bank for review and clearance.

244. Each Implementing Agency will competitively select consultants to prepare full ESIA and ESMPs for their subprojects that require them. The E&S focal point will supervise their preparation and interact with the consultants. On completion of the instruments, the Program Manager will submit the draft ESIA and ESMPs to the World Bank for their review, clearance, and disclosure. It is not expected that any full ESIA or ESMP will be required during implementation of the Project.

### 7.3.2 Subprojects only requiring an ESMP

245. The E&S Focal Point of the concerned Implementing will prepare proportionate ESMPs for subprojects not requiring a full ESIA and ESMP. As agreed, the Program Manager will submit these ESMPs to the World Bank for prior review.

246. Proportionate ESMPs will be prepared according to the following table of content:

#### Summary Sheet

<b>Subproject Name</b>	
<b>Subproject Location</b>	
<b>Implementing Partner</b>	
<b>Risk level (low, moderate, substantial or high)</b>	
<b>Date of the field visit</b>	
<b>Consultation Summary</b>	
<b>Observations/Comments</b>	
<b>Signature of E&amp;S focal point</b>	
<b>Date</b>	

#### Subproject Description

- Nature and scope of activities, particularly construction and rehabilitation works. Include all the technical details that are relevant to understand the environmental and social risks and impacts of the subproject

- Location, including a map. If the subproject includes multiple locations, then the particulars of each location must be provided.

#### **Environmental and Social Baseline**

- Provide all the necessary information required to understand the environmental and social risks and impacts of the subproject.
- Provide enough pictures to illustrate environmental and social issues, with appropriate legends.

#### **Environmental and Social Risks and Impacts**

- Described the environmental and social risks and impacts, based on the typology developed in Chapter 5

#### **Consultations**

- Detail how the Implementing Agency will apply the Project Stakeholder Engagement Plan (SEP) to the subproject
- Document all consultations with stakeholders likely to be affected by the subproject (date, location, list of participants, topics discussed, conclusions). The consultations must include the persons that might be negatively affected, and not only beneficiaries or interested and concerned parties.
- Join photos of the consultations
- Detail the grievance mechanism procedures specific to the subproject

#### **Mitigation Instruments**

- Refer to the Environment, Social (including labour), Health, and Safety requirements (Annex 1) and attach them to the ESMP
- Highlight the ESHS requirements to which subproject contractors must pay the greatest attention. If necessary, the ESMP will “proportionalize” the ESHS requirements to the subproject’s nature, scope, the specific environmental and social risks, and the number of workers involved. For example, the Implementing Agency might need to specify for small contracts the type of PPE, or the contents of First Aid Boxes. In some instances, excessive requirements can be dropped, such as the requirements for occasional drivers to prepare a Contractor ESMP (C-ESMP).
- If necessary, indicate additional requirements that will be applicable to the subproject contractor.
- Indicate the mitigation measures that the Implementing Agency will be taking to address the environmental and social risks and impacts not associated with contractors (see section 6.2 of this ESMF), including legacy issues, and technical assistance
- Detail subproject specific measures required for the subproject to be implemented in accordance to the Project Labour Management Procedures (LMP)
- Detail subproject specific measures required for the subproject to be implemented in accordance with the Project SEA/SEA Prevention and Response Action Plan
- Provide a subproject specific monitoring plan that indicates what parameters will be monitored, how they will be monitored, who will monitor them, and how frequently they will be monitored
- Detail any training provided by the Implementing Agency to the contractors and their workers.
- Provide a budget for the mitigation measures to be implemented by the Implementing Agency. The cost to contractors of meeting the ESHS requirements will be included in their respective contracts.

## **7.4 Consultations during Project Preparation**

### **7.4.1 UNICEF**

247. UNICEF developed the REAL project in collaboration with key education stakeholders in Yemen. The consultations were conducted by the REAL partners over several months with a wide range of actors including the education authorities in Sana’a and Aden, UN agencies, NGOs, development and humanitarian actors. Following is the summary of engagement with partners:

- The first round of consultation on the REAL Project began in November 2020. In this early round,

UNICEF, WFP and Save the Children introduced the project to the education authorities in Sana'a. This overview included information about the funding and duration of the project, the package of interventions under each component, potential target areas, beneficiaries and proposed capacity building activities for MoE officials and school administration. The meeting was attended by Director MoE-PMU in Sana'a (Amer Majid), and representatives from Save the Children, UNICEF, and WFP.

- The discussion on expanding the project targeting scope took place on March 17, 2021. The MoE and REAL project partners agreed that given budget restrictions, expansion of school targets beyond 1000-1200 may not be feasible. The discussions focussed on project target areas. The meeting held at PMU Sana'a, was attended by the Head of Technical Office, MoE, Deputy Minister of Education and other senior officials leading school feeding programme, Early Childhood, Statistics and Planning at MoE including representatives from Save the Children, UNICEF and WFP.
- A further round of meetings was held on April 12 and 23 to conclude discussion on target governorates and districts. 6 target governorates have been proposed for interventions, 4 of which were selected based on PTI, namely: Taiz, Ibb, Al-Hodeidah and Marib, while Sa'ada and Hadramaut governorates were selected for special considerations. In case the project faces difficulty in reaching any of the targeted districts in these governorates, other districts will be selected within the same target governorates. Implementing Partners were informed by the WB that the discussions on targeting for the REAL Project will be concluded through the Technical Committee, comprised of the World Bank, UNESCO (as Coordinating Agency), the ministries of education from Aden and technical Education representation from education authorities in Sana'a.
- UNICEF interventions in the REAL project are built on existing interventions supported by UNICEF, and that have been developed in consultation with a wide group of stakeholders, at the school and community level as well as with the respective education authorities. To support teacher retention through then provision of incentives, UNICEF conducted Focus Group Discussion (FDG) with teachers to assess the impact of the absence of regularly paid teacher salaries. Findings of the FGD held on 4 July 2018, suggested that the minimum teacher incentive should be set at US\$50/month. This consultation led to the development of UNICEF's supported programme of cash-based interventions covering teacher incentives for 120,000 teachers in 11 governorates, implemented for the 2018/19 and 2019/20 school years and enabled UNICEF to incorporate affected population views while developing the REAL project document. The FDG held at PMU, was attended by 18 participants from MoE Central Office – Sana'a, Amant Al-Asimah administrators from education office, PMU Sana'a and twelve teachers from Amant Al-Asimah and Sana'a governorates.
- In 2019, extensive consultations were held on the scope of the GPE ESPIG 2014-21, for which UNICEF acts as Grant Agent. These consultations expanded the scope of the school grants programme, emphasizing the role of school-level governance structures and school community members (school development teams, Father Mother Councils) in identifying their needs. This principle – of school-led identification and prioritisation of needs – became a key principle of the school grants programme, with school development teams defining their needs within a school improvement plan and will be carried forward in the rehabilitation component of the REAL Project. The consultations held during the third GPE Reprogramming request also emphasized on development of a strategic action plan with a roadmap for EMIS system strengthening as well as establishment of a coordination mechanism to harmonize the existing data collection efforts. This strategic roadmap for EMIS, the result of these collective consultation efforts, remains the framework guiding support for EMIS under REAL

### 7.4.2 World Food Program

248. WFP has consulted key stakeholder groups relevant to the Project since early 2020. These consultations have enhanced WFP's understanding of and preparation for beneficiary needs, requirements for school feeding programmes, and any emerging operational challenges.

249. WFP consulted with stakeholders regarding its school feeding programme, as follows:

- **Overview.** WFP undertakes an annual country-wide programme of consultation/orientation sessions with stakeholders at all schools targeted by WFP with school feeding programmes.
- **Dates conducted.** WFP holds these sessions on a yearly basis. The most recent sessions took place between October 2019 and February 2020. After a delay due to COVID-19, the next set of consultations is due to begin in October 2021.
- **Stakeholders consulted.** During the last set of consultations, WFP consulted local authorities and Ministry of Education employees (including school employees like headmasters or storekeepers) who hold responsibilities for schools WFP is already targeting; and local communities represented by parent committee groups. Over 7,000 individuals were consulted, through almost 200 sessions at over 2,600 schools in 57 districts in Yemen.
- **Issues discussed.** WFP used these sessions to inform and train key school feeding stakeholders on the nature of school feeding programmes in Yemen and its operational principles, and to seek feedback on WFP's approach. This feedback enabled WFP and the MoE to make adjustments to school feeding activities and services throughout the project cycle to ensure that they are tailored to local school needs. The feedback also allowed WFP to adapt its approach to the consultation sessions themselves, to improve stakeholder engagement and therefore likely to increase community participation in future sessions.

250. WFP also held consultation with stakeholders regarding its healthy kitchen programmes, as follows:

- **Overview.** In conjunction with Ministry of Education officials, WFP engaged several key stakeholder groups in Aden prior to the local launch of the Healthy Kitchens project, through a programme of in-depth consultation sessions in which stakeholder feedback on the Project's proposed activities was sought.
- **Dates conducted.** The first such consultations took place at the inception of the Project in June 2019. Between then and April 2021, consultations with parents and students continued to take place on a regular ad hoc basis, as an integral part of WFP's monitoring of the project. These ad hoc sessions were conducted in a focus group format.
- **Location.** The consultations targeted seven schools in the Aden area:
  - Al Emad School
  - Yousef Hendi School
  - Aden Al- Namodajyeah School
  - Al-Shokany School
  - Abdu Fadel School
  - Omer Bin Alkhattab School
  - Ahmed Bin Hanbal School
- **Stakeholders consulted.** In conjunction with Ministry of Education officials, WFP engaged the parents, students, and managements of the seven schools in Aden.
- **Consultation issues.** The consultations ensured the full engagement of targeted communities with the healthy kitchens project, starting during the Project design stage. WFP presented the project to stakeholders and then solicited their feedback. Stakeholder inputs and diet preferences contributed to the design of the menu of meals to be served during the Project.

251. Finally, WFP held Project framework consultation with Northern authorities regarding its school

feeding and healthy kitchen programmes, as follows;

- **Overview.** WFP, UNICEF and SCI met with the Ministry of Education in Sana'a to discuss REAL project components and school targeting.
- **Dates conducted.** The consultations took place during the months of March and April 2021.
- **Stakeholders consulted.** The consultations involved Ministry of Education officials, senior civil servants, planning and statistics specialists, school textbook printing representatives, and the School Feeding and Humanitarian Relief Project (SFHRP) – the authorities' official school feeding body in the North.
- **Consultation issues.** MoE officials provided feedback on the Project structure proposed by the Implementing Partners. In particular they gave feedback on the Project Targeting Index (PTI), and suggested expanding it to include other criteria such as districts' educational attainment records and non-payment of local teachers' salaries. Officials were pleased that the World Bank is funding programmes in the north of Yemen. Nonetheless, they complained about not being involved in the Project since its inception and during the initial Project design.

### 7.4.3 SCI

252. SCI used an inclusive, rights-based, gender-sensitive and safe approach to its consultations. It applies the nine basic requirements for meaningful and ethical participation. Participation must be transparent, voluntary, relevant, respectful, inclusive, child-friendly, ensure safeguarding, be supported by training, and accountable.

253. SCI consulted stakeholders using formal meetings, focus group discussions, face to face consultations, and workshops.

254. Since the COVID-19 global pandemic is still ongoing, SCI included COVID-19 preventive measures during stakeholder engagement activities in the fields, including:

- Conducting meetings conducted outside in open places whenever possible. When this was not possible meetings were held in well ventilated areas, and the number of participants depended on available safe distances between them.
- SCI briefed participants regarding COVID-19 risks and required mitigation measures conducted before engagement activities.

255. All SCI stakeholder engagement activities included awareness on SCI safeguarding policies and codes as well as sharing the information about grievance reporting mechanism (GRM).

#### *Fathers and Mothers Councils*

256. SCI engaged stakeholder using Father and Mother Councils (FMCs) s to strengthen and support their role within the community and the education sector.

- **FMC engagement in Aden, Lahj, and Al-Dhale'e Governorates**  
SCI engaged FMCs in Aden, Lahj, and Al-Dhale'e governorates during January 2021. The engagement activities reached 176 targeted schools in 37 hub-schools (12 in Aden, 11 in Lahj and 14 in Al-Dhale'e). The engagement helped revitalize FMCs by reviewing their roles and responsibilities and discussing their current practice and needs.  
SCI also engaged FMCs, MoE and Governorate Education Offices (GEOs) in the planning for the community mapping activity. The activity was conducted in 58 hub-schools: 19 in Aden, 25 in Lahj and 14 in Al-Dhale'e where 4-5 FMC members from all the 176 targeted schools participated. The total number of participants from FMCs was 638 persons (481 males and 157 females).

- **FMC Engagement in Sa'ada**

SCI engaged monthly with 40 FMC representatives (20 males and 20 females) in Sa'ada governorate to discuss the role of parents in child protection, and student learning outcomes, to encourage parents to integrate their children into education, and to consult on the roles of children parents in developing their education level.

257. The following comments were provided by the participants:

- Information on FMC gaps and needs was collected and recorded for future support
- Children with disabilities have specific needs
- There are reasons for girls and boys dropping out, but solutions can be found
- Participants indicated that they *“don't have the technical ability nor the economic ability but we have labour and you give us technical and economic support and we put our hand to develop education”*
- Participants indicated that they *“were happy with your presence, we live in remote places which no one visits, so whatever you give us will be helpful”*

*Ministry of Education Engagement in Sana'a Governorate.*

258. Two SCI education experts<sup>41</sup> met face to face with the Vice Minister of Education, and most MoE deputies on March 2, 2021, to discuss Yemen's education needs and priorities, including how SCI can support the MoE in ensuring that all children in Yemen have access to quality education, including through the REAL Project. Participants included:

Dr. Qasem Qasem Al-Humran	MoE Vice Minister
Mr. Al Ahmed Abbas	Minister's Office Manager
Mr. Ali Husain Al-Haimi	Head of Technical Office
Mr. Ibrahim Sharaf	(general) Deputy Minister
Mr. Yahya Al-Motawakkel	Deputy Head of Technical Office, TO
Ms. Bushra Al-Muhatwari	Deputy Minister of Girls Education Sector
Mr. Khalid Ibrahim	Deputy Minister of Projects Sector
Mr. Mohammed GHallab	Deputy Minister of Training Sector
Mr. AbdAllah Ali Annaomi	Deputy Minister of General Education
Mr. Waleed Al-Hashemi	Head of TO Coordination (Liaison) Unit
Ms. Shukrya Al-Badani	Coordinator
Mr. Haidar Saleh Al-Jabal	Deputy of Planning Director General
Ms. Aysha Al-Jailani	TO (Assistant)

259. SCI informed the participants about the REAL Project components that will be implemented by SCI. The participants mentioned challenges related to the selection of Project locations, which might prevent SCI and the MoE to reflect together on the implementation of Project activities. The MoE underlined that the printing the textbooks is an important issue, and expressed its appreciation for the REAL Project. SCI and the MoE discussed the importance of printing the textbooks before the 2021/2022 school year starts. SCI confirmed that the MoE will be engaged in the development and distribution of learning materials.

*3.3 Children Engagement in Sa'ada Governorate*

260. SCI interactively engaged 36 children age 6 to 14 (12 female and 24 males) in Sa'ada governorate in April 2021 through focus group discussions. The children participated by drawing and thinking in small groups to express the way they think of education and how they visualize it, or wish, to see it after three

<sup>41</sup> Chiara Moroni, Education Technical Advisor (PDQ), and Tawfiq Almakhlafi, Education Specialist (PDQ)

years from now. The exercise was conducted in a total number of 4 groups for girls and 8 for boys.

261. The children started the exercise by acknowledging the importance of education and how they are eager to continue and achieve their future dreams. They described that education is currently extremely poor due to the situation, conflict, crowded classes and lack of essentials such as books, yards, laboratory classes and well-being activities. The children explained that they aim to see their schools in a better place where they can be educated, play and practice their childhood rights. Boys described their feeling about education currently as “frustrating” while girls said that “they see their dreams destroyed without any handed support”. The children see their schools destroyed with broken assets, tents instead of built classes and absence of furniture. Girls explained how difficult it is to study under the sun, heat, and rain and in schools without toilets. They also expressed their concerns of not being able to continue their education due to the absence of the last two education grades in their school.

## 7.5 Consultations during Project Implementation

262. For each subproject, the Implementing Agency will engage with affected communities, including host communities, through the process of stakeholder engagement described in the Project Stakeholder Engagement Plan (SEP). The Implementing Agency will initiate consultations with individuals and communities that might be affected by the subproject, as soon as subproject screening has been completed. The purpose of the consultations will be to: (i) inform them about the activities to be undertaken, their timetable and possible impacts; and (ii) document and address their concerns. Consultation summaries should be included in safeguard instruments, including who was consulted, where and when, what concerns were expressed, and how these concerns were addressed. The records of consultations are kept in the Project Office.

263. The consultation process will take in account the sociocultural context of Yemen. Consultations can take the form of focus groups, discussions with elders/community leaders, or interviews. Separate consultations will be done for women to ensure that any special concerns and needs are taken into account during the preparation of the safeguard instruments. In light of the fragility, conflict, and violence (FCV) context, the Implementing Agencies will ensure that PAPs are not exposed to risks as part of their participation in subproject consultations, for example by avoiding large meetings, and not disclosing personal information/photos.

## 7.6 Grievance Mechanism

264. The Implementing Agencies will apply the Project Grievance Mechanism detailed in Section 5 of the Project Stakeholder Engagement Plan to all subprojects. Each ESMP will include a subproject specific Grievance Mechanism, with procedures relevant to its specific context.

265. Subproject related grievances can be brought up by affected people in case of: (i) non-fulfilment of contracts or agreements; (ii) compensation entitlements; (iii) types and levels of compensation; (iv) disputes related to destruction of assets or livelihoods; or (v) disturbances caused by construction activities, such as noise, vibration, dust or smell. Anonymous complaints will be admissible.

266. Each Implementing Agency will designate a dedicated GM Focal Point who will ensure that all complaints and inquiries from Project affected communities or individuals regarding any environmental or social impacts due to activities of their subprojects are addressed. The Implementing Agencies will also allocate the human resources necessary to enable the redressal of the grievances within the estimated timeframes. The Implementing Agencies will establish a unified timeframe for reporting grievances. The Implementing Agencies will each present and explain the mechanism to persons potentially affected by their respective subprojects during subproject preparation.

267. The Implementing Agencies and their Implementing Partners will provide multiple access points to

their respective GM Focal Point for beneficiaries to voice their concerns. These access points will be advertised at subproject level, and include one or more of the following channels: complaint box at Project activity sites, at their offices, and by mail, telephone, email, and their respective websites.

## **7.7 Implementation of Subproject Mitigation Measures**

268. The Implementing Agencies are responsible for taking the necessary mitigation measures that are beyond the control of contractors. In addition, subprojects should regularly consult with project affected persons and communities throughout subproject implementation, as indicated in the Project's Stakeholder Engagement Plan.

## 8. Monitoring and Reporting

### 8.1 Monitoring Arrangements

269. Each Implementing Agency will monitor the overall implementation of the ESMF<sup>42</sup> for their respective activities, most particularly the:

1. timely preparation of environmental and social screening forms for all subprojects (list of subprojects by risk category by date)
2. timely preparation and clearance of subproject ESIA's and ESMPs, as needed (list of instruments with dates)
3. management of prior review requirements of the World Bank (non-objection requests with dates)
4. monitoring of ESMP implementation, including monitoring of mitigation measures and monitoring of contractors environmental and social performance (indicators)
5. training of project staff, Implementing Agencies, and contractors (list of persons, dates and places)

270. The E&S Focal Points in each of the three Implementing Agencies will prepare:

1. bi-annual reports summarizing monitoring results, to be included in the Project's bi-annual Reports to the World Bank
2. reports that aggregate and analyse monitoring results ahead of World Bank implementation support missions
3. an annual evaluation of all environmental and social monitoring results, which will be submitted to the World Bank as part of overall project implementation reporting

271. Environmental and social risk management aspects are also part of the scope of the Third-Party Monitoring (TPM) services TPM contracted by the Implementing Agencies. More specifically, TPMs will report on the compliance with World Bank requirements and on the implementation of environmental and social mitigation measures.

#### 8.1.1 UNICEF

272. UNICEF will monitor the overall implementation of ESMPs for its subprojects, as well as the environmental and social performance of its contractors as part of its overall Project monitoring, as defined in the HACT Plus framework<sup>43</sup>. The framework defines three types of risk assurance activities:

- Programmatic visits are conducted to obtain evidence on the status of program implementation and to review progress towards achievement of planned results.
- Spot-checks are conducted to review implementing partner's financial records for the project in question, which enables UNICEF to obtain reasonable assurance that the expenditure amounts reported by implementation partners are accurate.
- Audits are a systematic and independent examination of an implementing partner's data, statements, records, operations, and performance meant to determine whether the funds transferred

---

<sup>42</sup> In addition to the ESMP, the E&S focal point will monitor any Resettlement Plan as well as the status of resolution of grievances/complaints. The E&S focal point will also evaluate that the livelihoods of PAPs were restored as per the Resettlement Plan.

<sup>43</sup> The Enhanced Harmonized Approach to Cash Transfers (HACT Plus) is an enhanced version of the HACT Framework adopted by UN agencies including UNICEF, UNDP, WFP and UNFPA.

to IPs were used for the appropriate purpose and in accordance with the work plans. UNICEF identifies and contracts an external service provider to conduct audits of its implementing partners.

273. At the UNICEF will primarily rely on regular reports from its Implementing Partner to monitor the implementation of subproject ESMPs and the environmental and social performance of contractors. Independent access to monitoring, data collection, verification will be a condition for implementation of the REAL project.

274. For the Rural Female Teachers (RFT) component, UNICEF will contract an independent TPM service provider to monitor compliance with the Project's design, standards, and parameters throughout the project cycle. The TPM activities include male only and female only FGDs which serve as an effective way to learn from the beneficiaries and community members and gain insight on how different aspects of the project may impact males and females.

### **8.1.2 WFP**

275. WFP will closely monitor the implementation of activities by partners through its own field monitors and contracted third parties, including:

- WFP Field Staff Monitoring
- Third Party Monitoring: WFP has three dedicated TPM companies that conduct onsite monitoring as well as post-distribution monitoring.
- Three WFP call centres, two in Sana'a and a backup line in Amman, as part of the process and outcome monitoring: (i) Dispatch and Distribution follow-up to track deliveries, distribution status and identify gaps; (ii) Beneficiary Verification Mechanism to follow up and verify third party monitoring findings in high priority locations; (iii) Post distribution monitoring and outcome monitoring call centre in Amman.
- A WFP toll-free hotline, where beneficiaries and non-beneficiaries can ask questions and raise concerns.

### **8.1.3 SCI**

276. SCI has a dedicated MEAL team headed by a MEAL Manager to oversee the implementation of activities. The MEAL Manager is part of the PMU. Each governorate will be staffed with a MEAL Officer to ensure day to day close monitoring of activities with the support of project staff. Additional MEAL technical support is available at country and regional levels whenever necessary.

277. Specific activities are planned to monitor project outputs and outcomes, including:

- ASER Assessment to observe the impact of a full package of education support on the literacy and numeracy skills of children.
- Joint MoE/SCI Spot-checks assessments during classroom observations to evaluate three different aspects: teaching and learning, physical environment, and emotional and psychological environment
- Training evaluation
- Field staff monitoring visits
- Community feedbacks and GRM as described in the REAL project Stakeholders Engagement plan

278. SCI will closely work with UNICEF, WFP and MoE at central and local levels in the regular review of the overall project monitoring framework.

## **8.2 Subproject Environmental and Social Database**

279. The E&S Focal Points will establish, maintain, and update a database of subprojects that will be shared

with the Implementing Agencies. The database will include for each subproject:

1. type of subproject, name of subproject, implementing partner (if any)
2. environmental and social risk level
3. timeline (clearance of screening form, clearance of ToRs, clearance of safeguard instruments)
4. supervision reports by E&S focal point during implementation
5. contractor reports
6. noncompliance by contractors
7. cross references to the Grievance Redress Mechanism's log of complaints.

### 8.3 Monitoring of ESMPs

280. The E&S focal points in each IA will ensure that, where and when possible, onsite visits to subproject sites will be conducted to monitor the implementation of their ESMPs. The following tables provide an indicative monitoring plan in the event of a large water and sanitation subproject, to be included in subproject ESMPs.

**Table 9. Monitoring plan**

What	How	Who	When
<ul style="list-style-type: none"> <li>• ESHS compliance by contractors</li> <li>• Capacity building programs.</li> <li>• Training of members of community or local NGOs on health &amp; hygiene awareness</li> </ul>	<ul style="list-style-type: none"> <li>• Monitoring checklists</li> <li>• Visual inspection.</li> <li>• Focus groups with communities</li> </ul>	<ul style="list-style-type: none"> <li>• Environmental and Social Focal Points</li> <li>• Local Authorities</li> <li>• Local NGOs</li> <li>• Communities</li> </ul>	<ul style="list-style-type: none"> <li>• Semi-annually (for one year after the start of operation)</li> </ul>
Complaint handling	GM Log	GM personnel	monthly

281. The engineering firms overseeing the school rehabilitation works will visit each school 3 times, including one visit during execution of works, one visit on substantial completion and handover, and one visit at the end of the defect liability period prior closing the contract with the construction companies. The facilitators will also visit the schools when needed for solving any issues/discrepancies that may arise during execution of works and as per their time/workload availability. In addition, the government (MoE and GEOs) will also visit each school at least once.

### 8.4 Monitoring of Contractors

282. As part of their regular activities, the Implementing Agencies will monitor and document (including pictures) the environmental and social performance of contractors for each subproject throughout the contract period. This will involve both spot check visits to work locations, and reviews of records kept by the contractor and of reports submitted by the contractor. The frequency of site visits should be commensurate with the magnitude of activities and their associated environmental and social impacts. Overall, each construction site should be visited at least once during subproject implementation.

283. For any incident or accident that causes or has the potential to cause material or significant environmental and/or social harm, the site supervisor/designated officer shall notify the responsible party's senior management and the Project Manager as soon as possible, and no later than 24 hours. The Implementing Agencies will report any significant accident or incident to the World Bank within 48 hours after learning of the Significant Event, once confirmed.

284. The Implementing Agencies will document in the database each visit and interaction with a contractor, including identification of contractor noncompliance, the significance of the noncompliance, and guidance

provided on actions to be taken. The E&S focal points will follow up as needed to ensure timely resolution of issues of noncompliance with environmental and social clauses. This may include additional visits to the contractor's site or offices, further communications with contractor personnel, issuance of notices of deficiency or warnings to the contractor, and other actions as needed.

285. At any stage of construction or other work, if the contractor has not taken appropriate action to achieve compliance with the environmental and social clauses after repeated notices of violation and warnings of noncompliance, and significant environmental or social impacts are occurring or imminent, the Implementing Agency should order the contractor to stop work until environmental and social performance is brought under control and up to acceptable standards.

## **8.5 Completion Reports**

286. Upon subproject completion, the E&S focal point or the concerned Implementing Agency will prepare a subproject completion report that flags any unresolved environmental or social issue, with recommended remedial action. This report will be shared with the Program Manager who will decide the way forward. For subprojects with significant environmental or social impacts, the completion report might recommend periodic routine inspections/monitoring during operation of the facility by dedicated environmental and social specialists.

## 9. Resources and Responsibilities

287. UNICEF, WFP, and SCI will directly implement activities assigned to each in the Project Document, as per their respective Financing Agreements. Each Implementing Agency will define its own management structure to implement the Project prior to appraisal, and reflect it in the final SEP. This management structure will oversee the Project activities that each agency implements. The ultimate responsibility for implementation of the SEP rest with the respective Project Managers. The actual implementation will be done by designated individuals within each of the Implementing Agencies.

288. UNICEF, WFP, and SCI will hold monthly coordination meetings to discuss activities specific to the project; additional coordination will also be ensured through established mechanisms such as the DPG, LEG and Education Cluster. The three partners will prepare joint 6 monthly progress reports, with UNICEF coordinating inputs and validating the final content of the report with SCI and WFP before transmission to the WB team.

289. An indicative budget for the implementation of the SEP will be added to the final SEP

### 9.1 UNICEF

290. UNICEF will implement the Project components related to teacher incentives, school rehabilitation, school supplies, textbook printing and distribution, distance learning and upstream capacity building and institutional systems' strengthening. School rehabilitation activities will be subcontracted under UNICEF's supervision.

291. Overall leadership across all aspects of project implementation will be provided by the UNICEF Representative and Deputy Representative in Yemen. Day to day management of project implementation will be led by the Education Section, with the Chief Education and Education Manager being responsible for project delivery, and acting as UNICEF's focal points to the World Bank, the education authorities in Yemen, project implementation partners, project beneficiaries at the national, governorate, district and school levels, the LEG, and other project stakeholders. UNICEF will implement through its Education section, which consists of 26 core staff including the country and five field offices (Yemen Country Office Sana'a, and Field Offices in Aden, Sana'a, Sa'ada, Ibb, and Hodeidah). UNICEF's nationwide country presence will support implementation of applicable project components in the target governorates/districts and ensure full stakeholder engagement at all levels and each stage of project implementation. Attention will be paid to the Father Mother Councils at the school level, to ensure awareness and engagement at the community level, especially, but not limited to, the distance learning component.

292. The Education program also supports additional staff across specialised sections (Construction Unit, Supply & Logistics Unit, PMU for Cash Transfers, Field Operations/Education cluster, Information Management). These staff and sections within the Yemen Country Office will provide specialised technical and operational expertise in the implementation of specific project components:

- The Construction Unit will provide specialist expertise and leadership in school rehabilitation activities;
- The Supply & Logistics Unit will provide support related to logistics, contracting and procurement services, particularly linked the printing and distribution of textbooks;
- The UNICEF PMU will manage the disbursement of performance-based incentives/remuneration for teachers, using mechanisms developed for similar projects, and support with the implementation of the GM. To implement the cash initiatives, the PMU contracts independent service providers to conduct the verification of identity and eligibility, payments, third-party monitoring, and fraud investigation.

- The Field Operations Section, and its Education cluster staff will provide support in ensuring linkages between the national and decentralised, local levels as well as ensuring linkages between humanitarian and development programming, i.e., providing technical support, coordination and information management and sharing with Education cluster members;
- The Programme and Education Cluster Information Managers, including at central and field office levels will provide support with information management and sharing, including data collection, data entry, data analysis and use.

293. UNICEF's project management capacity will also be supported by monitoring and verification mechanisms developed for each component. These monitoring mechanisms will be elaborated in conjunction with the PMU and UNICEF Yemen's Planning, Monitoring and Evaluation (PME) team; these will be detailed in subsequent project operational documents. In addition, UNICEF can draw back on a network of experts from various sections, including WASH, Health & Nutrition, Child Protection, Communications and Communication for Development/Risk Communication and Community Engagement (RCCE) (present in country as well as networks at regional and global levels). UNICEF also has dedicated staff in place working on PSEA (including at the inter-agency level under the Resident's Coordinators Office) and Gender Based Violence (GBV). UNICEF will also assign one environmental officer and one social officer to manage environmental and social risks and impacts, and the labour management conditions.

## 9.2 WFP

294. WFP will directly oversee the implementation of the school feeding component of the REAL project which will be implemented in close coordination with counterpart authorities and (I)NGOs partners. The WFP Country Director is the WFP Representative in Yemen for this Project.

295. School feeding is one of the programmes that is implemented by WFP in Yemen, which is overseen by the Head of Programme. All aspects of its implementation will be managed by the school feeding team within the Programme unit.

296. WFP will also implement this project with the support of its various internal line units such as its monitoring and evaluation team. WFP's monitoring mechanism and team will ensure quality implementation of the program. Additionally, WFP will also draw upon in-house expertise of its various sections such as Vulnerability Analysis and Mapping (VAM), Supply chain, Protection, Gender, Communications etc as well as expertise at its regional and global levels. WFP will also share in the human resources as agreed between the 3 Implementing Agencies for this Project to augment and strengthen the environment and social risks and impacts as well as the labour management aspects.

297. Generally:

- Program unit will provide both project management as well as expertise and leadership in school feeding activities;
- The Supply Chain unit of WFP will cover all aspects related to procurement, logistics, contracting and distribution of commodities;
- WFP suboffices will oversee implementation at the field level and ensure quality programming while also ensuring constant coordination with government counterparts and authorities to maintain smooth implementation of the program.

## 9.3 SCI

298. SCI's management of the Project will comprise two levels:

### **9.3.1 Direct Project Management**

299. The REAL Project will be led by a PMU headed by a Project Director (PD). The PD will be supported by an Operation Manager, a MEAL Manager, an Environmental and Social Safeguarding Advisor, a senior Education Technical Manager, a supply Chain Manager, a Finance & Award Manager and a communication Coordinator. The PD will oversee the project from the start to end and communicate with stakeholders and management, while the Operation Manager and Senior Education Technical Manager will work closely with other members of the team as well as with their respective MoE counterparts. The MEAL Manager will support with quality assurance and accountability measures at governorate and school levels.

300. SCI's Education Unit (EdU) has a formal role of technically supporting the quality of program development and implementation through regular national meetings, capacity and needs assessments and development of the teams in the field. The EdU will also review and sign off all Project reports and products to ensure they meet technical quality benchmarks. As the EdU is responsible for the quality of the whole education portfolio in the country, it will help streamline engagement and consultation with beneficiaries and key stakeholders, as well as coordination with education authorities and key actors at national level.

### **9.3.2 Governorate Level Management**

301. At governorate level, SCI will deploy a Project Coordinator, an Education Coordinator officer, an ESS Officer as well as a MEAL officer to lead activities implementation. They will manage engagement activities at the grass root level, including beneficiaries at schools and school districts as well as education authorities at governorate and district levels. Key engagement activities will include:

- Community mobilization and sensitization
- Stakeholder consultation and planning activities
- Monitoring of project deliverables including conducting community FGDs
- Teacher and school personnel meetings

# Annex 1. Labour Code, Act No. 5 of 1995

(Unofficial translation by the International Labour Organisation)

CHAPTER I. GENERAL PROVISIONS

CHAPTER II. RULES ON EMPLOYMENT

CHAPTER III. CONTRACTS OF EMPLOYMENT

**Part I. Regulation of contracts of employment**

**Part II. Termination of contract of employment**

CHAPTER IV. REGULATION OF THE EMPLOYMENT OF WOMEN AND YOUNG PERSONS

**Part I. Regulation of women's employment**

**Part II. Regulation of the employment of young persons**

CHAPTER V. WAGES AND ALLOWANCES

**Part I. Wages**

CHAPTER VI. HOURS OF WORK, REST, AND LEAVE

**Part I. Regulation of hours of work**

**Part II. Regulation of leave**

CHAPTER VII. REGULATION OF WORK AND PENALTIES

**Part I. Duties**

**Part II. Disciplinary penalties**

CHAPTER VIII. TRAINING

**Part I. Vocational training**

**Part II. Apprenticeship**

CHAPTER IX. OCCUPATIONAL SAFETY AND HEALTH

CHAPTER X. INSURANCES

CHAPTER XI. LABOUR INSPECTION

CHAPTER XII. LABOUR DISPUTES AND LEGITIMATE STRIKES

**Part I. Settlement of labour disputes**

**Part II. Legitimate strikes**

CHAPTER XIII. WORKERS' AND EMPLOYERS' ORGANIZATIONS

CHAPTER XIV. PENALTIES

CHAPTER XV. FINAL PROVISIONS

## Chapter I. General Provisions

### Article 1

This Act shall be called the Labour Code.

### Article 2

For the purposes of the provisions of this Code the following terms and expressions shall, unless the context requires otherwise, have the meanings assigned to them below:

- "**the Republic**": the Republic of Yemen;
- "**the Ministry**": the Ministry of Social Security, Social Affairs and Labour;
- "**the Minister**": the Minister of Social Security, Social Affairs and Labour;
- "**the competent Minister**": the Minister whose competence covers the activities of a given employer;
- "**the Arbitration Committees**": Arbitration Committees established in the capital and in each of the governorate of the Republic to settle labour disputes;
- "**the representatives of employers**": the General Federation of Chambers of Commerce and Industry;
- "**the representatives of workers**": the General Federation of Trade Unions or the general union concerned;
- "**the general union**": the trade union concerned;
- "**trade union committee**": trade union committee elected at the workplace;
- "**employer**": any natural or legal person employing one or more workers in return for wages in any sector of activity subject to the provisions of this Code;
- "**worker**": any man, woman or young person working for an employer, under his supervision even if not within his sight, in consideration of a wage, under a written or unwritten contract of employment;
- "**basic wage**": the payment made by the employer to the worker in consideration of his work, whether in cash or in kind which may be evaluated in currency, excluding any entitlements other than the basic wage;
- "**full wage**": the payment made by the employer to the worker in consideration of his work, whether in cash or in kind which may be evaluated in currency, including all entitlements of any kind;
- "**work**": any effort exerted by the worker (intellectual or physical or both) in return for remuneration, irrespective of whether such work is permanent or temporary;
- "**casual work**": any job which is not part of the activity of an employer and whose completion does not require more than four months;
- "**seasonal work**": any work which, by virtue of its nature or circumstances is carried out at fixed seasons of the year and whose duration does not exceed six consecutive months;
- "**young person**": any male or female person under 15 years of age;
- "**temporary work**": a job which, by nature, is completed within a limited period or which, being related to a specific job, ends when that job is completed.

### Article 3

1. The provisions of this Code shall apply to all employers and workers except those covered by a special provision of this Code;
2. The provisions of this Code shall not apply to the following categories:
  - (a) employees of the state administration and the public sector;
  - (b) officers of the judiciary and the diplomatic and consular corps;
  - (c) staff of military and security establishments;
  - (d) foreigners seconded to work with the State;
  - (e) foreigners working in the Republic under an international Convention to which the Republic is a party, this exemption being subject to the limits set by the Convention in question;

- (f) foreigners holding diplomatic or special passports who have obtained a visa and who work in the Republic subject to the conditions of such political visas as may be issued to them;
- (g) casual workers;
- (h) persons related to and working with the employer who are effectively his dependants regardless of their degree of kinship;
- (i) household servants and workers of equivalent status;
- (j) persons employed in agriculture and pastoral work other than:
  - (i) persons employed in agricultural corporations, establishments or associations or in enterprises which process or market their own products;
  - (ii) persons who, on a permanent basis, operate or repair mechanical equipment required for agriculture or permanent irrigation works;
  - (iii) persons working in livestock husbandry.

*Article 4*

The status of some categories covered by paragraphs 7, 9 and 10 of Article 3 may be regulated in accordance with the provisions of this Code and certain provisions of the Code may be applied to them by order of the Council of Ministers, acting upon a submission by the Minister.

*Article 5*

Work is a natural right of every citizen and a duty for everyone who is capable of working, on the basis of equal conditions, opportunities, guarantees and rights without discrimination on grounds of sex, age, race, colour, beliefs or language. The State shall, as far as possible, regulate the right to access to work through development planning of the national economy.

*Article 6*

The provisions of this Code shall represent minimum standards for the rights of workers and conditions of employment. Where special regulations on employment relationships lay down more favourable conditions and guarantees, the most favourable conditions shall apply to the workers, whether those of this Code or those of such special regulations.

*Article 7*

Employment relationships shall conform to the provisions of this Code on the following basis:

1. It shall be forbidden to impair or avoid any workers' rights under a contract of employment in violation of the provisions of this Code.
2. The conditions of employment and rights specified in this Code shall apply to workers subject to such more favourable conditions as may be contained in their contract of employment.
3. All employment contracts in force at the time of promulgation of this Code shall remain valid provided that they are more favourable for workers and their renewal does not imply any deterioration of the conditions of employment and rights of workers, even where they are not less than the minimum standard of conditions of employment prescribed in this Code.

*Article 8*

Any amount due to a worker or his beneficiaries under the provisions of this Code shall constitute a priority debt against an indebted employer's movable and immovable property and shall be settled before any other debts including any legal expenses and sums due to the public treasury.

*Article 9*

For the purposes of the provisions of this Code a calendar year shall be deemed to consist of 365 days and a month, of 30 days, unless otherwise specified.

*Article 10*

Arabic shall be the language used in all employment relationships, registers and documents in the Republic. It shall be forbidden to plead against a worker with any document written in a foreign language, even if such document were signed by the worker. Where a document is in both Arabic and a foreign language, the Arabic version shall be regarded as authoritative in its interpretation and application.

*Article 11*

1. A Labour Council shall be established by order of the Council of Ministers in accordance with a proposal of the Minister. This Council shall be composed of representatives of the Ministry and representatives of workers and employers and shall lay down guidelines and submit recommendations to the Government in relation to the following matters:
  - (a) draft labour laws and regulations;
  - (b) general policy on wages, incentives and other benefits;
  - (c) vocational training and rehabilitation of workers.
2. The order of the Council of Ministers shall specify the names of the members of the Labour Council and its rules of procedure.

## Chapter II. Rules on Employment

*Article 12*

Upon starting up his business, an employer shall submit to the Ministry or to its competent office the following information:

1. the name of his enterprise, its address and the date of its establishment;
2. the nature of the work carried on by the enterprise and the number of workers it employs;
3. the name of the person responsible for administering the enterprise;
4. any other information requested by the Ministry or its competent office.

*Article 13*

1. Any person able and willing to work may apply for registration with the Ministry or one of its offices in the district of his residence, indicating his age, occupation, qualifications, previous experience and address. The authority to which the application is submitted shall register it in a special register in numerical sequence as soon as it is received and shall issue the applicant with a receipt indicating the date and time of the application as well as the corresponding registration number and any other necessary information.
2. The Ministry and its offices shall propose the candidature of persons registered with them for jobs suited to their age and occupational skills taking account of the sequential order of applications.

*Article 14*

1. Every employer shall notify the Ministry, or the office within whose jurisdiction his workplace is located, of any job vacancies at his establishment, giving a description of each job, the wages offered and the deadline for filling it. Such notification shall be given in writing within seven days of the vacancy arising. Employers shall, within ten days of the date on which a worker commences work, return his certificate of registration to the issuing authority, stating the worker's date of commencement, the remuneration paid to him and his type of work. He shall register the number and date of the worker's certificate against the name of the worker in the workers' register at the establishment.
2. Where the Ministry or its competent office fails to nominate workers for vacant jobs within 15 days of the date of notification in accordance with the provisions of the previous paragraph, the

employer may fill such vacancies with applicants who meet the job requirements, provided that he notifies the Ministry or its competent office within seven days of filling the said vacancies.

3. The enterprises and employers to which the provisions of this article apply shall be specified by order of the Minister.

*Article 15*

Employers shall, according to their resources and available opportunities, employ disabled persons nominated by the Ministry or its branch offices up to a proportion of 5 per cent of their total workforce in jobs and professions suited to their capabilities and potential so as to ensure that they enjoy all the rights provided for in this Code.

*Article 16*

It shall be prohibited for any natural or legal person to carry on the business of recruiting or importing labour on behalf of an employer.

*Article 17*

The Minister shall make an order specifying the regulations governing the employment of young persons, the circumstances, conditions and situations in which they may be employed and the jobs, occupations and industries in which they are to be employed.

*Article 18*

All transactions related to the employment of Yemenis shall be free of charge and exempt from any financial charges.

*Article 19*

1. It shall be forbidden for a non-Yemeni to work unless he has an official work permit issued by the Ministry or by one of its offices. It shall be forbidden for an employer to employ non-Yemenis unless they have obtained such permits.
2. The provisions of this article shall apply to non-Yemenis working in sectors not covered by the provisions of this Code.

*Article 20*

The employment of non-Yemenis shall be subject to the following conditions:

1. obtention of residence and work permits;
2. possession of the occupational qualifications required for the job and full medical fitness;
3. work in the job for which the permit was issued;
4. obtention of the appropriate permit in the case of occupations requiring special permits;
5. employment in a craft or occupation for which no qualified Yemeni is available.

*Article 21*

The number of non-Yemeni workers working for an employer shall not exceed 10 per cent of his total Yemeni workforce. The Minister may increase or reduce that proportion if necessary, in accordance with such guidelines as may be decided by the Council of Ministers.

*Article 22*

1. Any employer who wishes to engage foreigners shall submit an application for permission to bring them into the country in the form to be specified by the Ministry, provided that such application shall include the following information:
  - (a) the name of the employer, his nationality, occupation and main place of work;
  - (b) the name and surname of the worker whose immigration is requested, his nationality,

- religion, date of birth, original place of residence and family status;
- (c) the nature of the work to be performed by the worker and the nature of his previous work;
  - (d) the period for which the worker is expected to be employed;
  - (e) whether the worker has previously entered the Republic and the reason for and date of such entry, and the date of exit and reasons for leaving;
  - (f) the total number of foreign workers employed by the employer, the number of such workers engaged in the same work as that to be performed by the worker concerned and the number of Yemeni workers working for the employer;
  - (g) Such other information as may be required by the Ministry or its competent office.
2. An application under the previous paragraph of this article shall be submitted together with:
- (a) a certificate from the Ministry or its competent office establishing that there are no Yemeni nationals available to perform the work to be done by the foreigner;
  - (b) a certificate establishing the technical qualifications and experience of the worker whose employment is requested, together with a certified Arabic translation thereof if the certificate is in a foreign language;
  - (c) a copy of the prospective contract of employment to be concluded with the worker, specifying in sufficient detail the amount of his remuneration and of any allowances and benefits in cash or kind;
  - (d) a description of the projects and work being carried out by the employer at the time of the application, supported by the necessary documentary evidence;
  - (e) such documents or information as the Ministry or its competent office may request.

*Article 23*

1. Employers shall submit to the Ministry or its competent offices an application for the renewal of the work permit of a non-Yemeni worker at least one month before its date of expiry.
2. The Ministry or its office shall complete the renewal procedures provided for in paragraph 1 at the latest within two weeks of the date of expiry of the permit in accordance with the Code.

*Article 24*

1. Upon registration, a non-Yemeni worker shall, against payment of a fee, receive a work permit indicating all the necessary information concerning his particulars, work and place of residence in the Republic.
2. A non-Yemeni worker shall not be required to pay the fee for his work permit in cases covered by a reciprocal arrangement.
3. The Council of Ministers shall make an order specifying the fees for the issuance and renewal of work permits for non-Yemeni workers, the issuance of a replacement for a lost permit or a copy of a permit and the cost of the applications to be filled out for these purposes.

*Article 25*

Any employer employing a non-Yemeni worker shall:

1. within two weeks of the date of commencement of work, record in a special register the worker's name and all the information given in his work permit;
2. appoint a Yemeni counterpart to the non-Yemeni worker, where such local counterpart is available with adequate qualifications and skills, for the entire duration of the non-Yemeni's employment, provided that a period of training is obligatory for both the non-Yemeni worker and his counterpart;
3. notify the Ministry immediately of any changes in the non-Yemeni worker's status.

*Article 26*

1. The employment of a non-Yemeni shall be prohibited where:

- (a) he previously worked in Yemen and was dismissed for misconduct or for having been sentenced by a court;
- (b) he left the service of his employer or of an administrative body or one of its establishments;
- (c) he entered the Republic for reasons other than work;
- (d) the Ministry ascertains the possibility of nominating a worker to the advertised vacancy.

## Chapter III. Contracts of Employment

### Part I. Regulation of contracts of employment

#### Article 27

A contract of employment is an agreement between an employer and a worker to lay down terms of employment, whereby the worker undertakes to work under the direction and supervision of the employer in consideration of a remuneration.

#### Article 28

Upon signing a contract of employment a worker may be subject to a probationary period not exceeding six months with the same employer, to be stipulated in the contract. It shall be forbidden to employ a worker on probation more than once for the same job.

#### Article 29

1. The duration of a Yemeni worker's contract shall be considered unlimited unless otherwise specified by agreement between the two parties.
2. A contract of employment which expires shall be considered valid for the same duration as that initially provided for if the employment relationship between the two parties effectively continues.
3. The service of a worker shall be considered continuous throughout the validity of his contract of employment, without its continuity being broken by statutory leave, with or without pay, or by any other contingency provided for in this Code.

#### Article 30

1. A written individual contract of employment shall be drawn up in three copies, the original being given to the worker, a copy to the employer and a copy to the competent office of the Ministry. All copies shall be signed by both parties. In the absence of a written contract, it shall be up to the worker to establish his rights by any admissible evidence.
2. A contract of employment shall basically specify the amount of remuneration, the type of work, the place of work and the date of commencement and duration of employment.
3. A worker may request his employer to provide him with a receipt for any documents, records or certificates entrusted to him.
4. Contracts relating to work in cooperatives shall be considered contracts of employment and each worker shall receive a copy thereof as soon as he begins work.
5. The procedures followed by an employer to apply the terms of a contract shall be established in writing and a copy of such procedures shall be issued to each worker.

#### Article 31

1. In the event of a change of employer for any reason whatsoever before the expiry of the contract of employment, the person succeeding the original employer shall be considered responsible for the performance of such obligations as may arise out of the contract of employment unless otherwise agreed.

2. Where a contract of employment is concluded by a subcontractor, the principal employer shall be jointly liable for the performance of all such obligations as may arise out of the contract of employment if circumstances prevent the subcontractor from performing them.

*Article 32*

1. A collective agreement (collective contract of employment) shall be drawn up in writing in accordance with the model established by the Ministry and shall include the basic terms related to conditions of work, undertakings concerning wages and the procedure for their payment, hours of work and rest, financial incentives, conditions regarding protection of employment, specifications of the occupation covered by the agreement and any other terms on which the employer and the trade union committee or workers' representatives agree in accordance with the legislation in force.
2. The union committee or workers' representatives shall collectively discuss, agree upon and sign the draft collective agreement at a general meeting of the workers and on their behalf. Such agreement shall be binding upon all the workers. Any collective agreement not collectively discussed with the workers shall be invalid.
3. The provisions of a collective agreement shall apply to the workers in the service of the employer after the entry into force of the agreement.
4.
  - (a) It shall be forbidden to conclude an individual contract of employment with terms at variance with those of a collective agreement in respect of work covered by the said collective agreement.
  - (b) The provisions of this article shall be without effect on individual contracts of employment concluded while a collective agreement is in force provided that the terms of employment provided for in such individual contracts of employment shall not be less favourable than those provided for in the collective agreement and provided that their duration does not exceed that specified for the completion of work in respect of temporary jobs not covered by the collective agreement.
5. The union committee or the workers' representatives shall submit to a general meeting of the workers any amendments or additions which the employer proposes to enter in or add to a collective agreement.
6. Any term of a collective agreement likely to cause a breach of security or to damage the economic interests of the country or yet to come into conflict with the laws and regulations in force or with public policy or public morals shall be invalid.

*Article 33*

1. Employers and the union committees or general union representing workers in more than one workplace may conclude a common collective agreement.
2. Employers and union committees that are not parties to such agreement may accede to it independently on the basis of a written agreement between the two parties requesting accession, without needing the consent of the original contracting parties. The application for accession shall be submitted to the competent office of the Ministry after signature by the two parties requesting accession.
3. Any trade union organization which is a party to a collective agreement may institute legal proceedings for a violation of the agreement on behalf of any of its members without needing to be mandated by him for that purpose. A union member may intervene in a suit thus filed on his behalf and may institute proceedings independently from the trade union.

*Article 34*

1. A collective agreement shall be concluded in sufficient copies to provide one for each of the contracting parties and one for the Ministry. The workers may obtain a copy of such agreement and a copy of any documents concerning accession thereto.
2. A collective agreement shall not be binding unless it is reviewed and registered by the Ministry or its competent office. In the event of an objection to the agreement, the Ministry shall notify the parties concerned of the reasons for its objection within 30 days of the date of receipt of the agreement. In the absence of any objection within this period, the agreement shall be considered valid. Any of the parties to the agreement may appeal against an objection before the competent Arbitration Committee within 30 days of the date of the objection.
3. The Ministry or its competent office shall record in the register of collective agreements, any amendment, supplement, renewal, termination or expiry concerning collective agreements.
4. Any person shall have the right to obtain from the Ministry or its competent office an authentic copy of a collective agreement and documents of accession thereto against payment of the prescribed fees.

## **Part II. Termination of contract of employment**

*Article 35*

1. An employer may unilaterally terminate a contract of employment without written notice or payment of wages for the period of notice, in the following cases:
  - (a) if the worker assumes a fraudulent identity or presents forged certificates or documents;
  - (b) if the worker is convicted under a final judgement of an offence damaging to his honour, honesty or public morals;
  - (c) if the worker is found in a state of inebriation or under the effect of a drug during working hours;
  - (d) if, during work or for a reason related to work the worker assaults the employer or his representative or his direct supervisor in a manner punishable by law or if he physically assaults another worker at the workplace or for a reason related to work;
  - (e) if the worker fails to prove his competence for work during his probationary period;
  - (f) if the worker commits a fault which results in material loss for the employer, provided that the employer shall notify the competent authorities of the incident within 48 hours of his becoming aware of it;
  - (g) if the worker fails to observe instructions for the safety of the workers and work after being warned to that effect, provided that such instructions shall be detailed in writing and posted visibly in the workplace;
  - (h) if the worker fails to fulfil basic obligations arising from his contract of employment;
  - (i) if the worker carries a firearm at the workplace, except where his job so requires;
  - (j) if the worker divulges a secret concerning the job he performs or which came to his knowledge because of his job;
  - (k) if the worker fails to comply with a final judgement delivered in accordance with the provisions of Chapter XII, Part I, of this Code, or if he fails to abide by the provisions of this Code.
2. A worker may unilaterally terminate his contract of employment without prior written notice to the employer in the following cases:
  - (a) if the employer or his representative misled the worker as to his conditions of employment at the time of concluding the contract;
  - (b) if the employer or his representative commits a morally offensive act towards the worker or a member of his family;

- (c) if the employer or his representative assaults the worker;
  - (d) in the event of a serious threat to the safety or health of the worker provided that the employer is aware of the said threat and has not adopted the prescribed measures or failed to take such measures as the competent authority may have prescribed at the appropriate time;
  - (e) if the employer fails to perform his contractual obligations towards the worker;
  - (f) if the employer substantially changes the job for which the worker was employed, without his consent.
3. A contract of employment may be terminated without prior notice to either of the contracting parties in the following cases:
- (a) if both parties agree in writing to terminate the contract;
  - (b) if the specified term of the contract expires, unless it is implicitly renewed through effective continuation of the employment relationship;
  - (c) if a final judgement is delivered to terminate the contract;
  - (d) if the worker dies.

*Article 36*

Either party to a contract of employment may terminate the contract, provided that the party wishing to do so shall notify the other, in any of the following cases:

- (a) if one of the parties fails to observe the terms of the contract or labour legislation;
- (b) if work permanently ceases, either entirely or in part;
- (c) if there is reduction in the number of workers for technical or economic reasons;
- (d) if the worker absents himself without legitimate reason for more than 30 days within the same year or for 15 consecutive days, provided that termination of contract is preceded by a written warning from the employer after 15 days of absence in the former case and seven days in the latter;
- (e) if the worker reaches statutory retirement age;
- (f) if the worker is declared unfit to work by decision of the competent medical committee.

*Article 37*

It shall be forbidden for an employer to terminate a contract of employment in the following cases:

1. during any of the worker's leave provided for in this Code and regulations made thereunder;
2. during the investigation of a dispute between the employer and the worker, provided that such investigation shall not exceed four months, unless the worker commits another violation which requires his dismissal;
3. during the worker's detention by the competent authorities in connection with his work, pending a final decision in the matter.

*Article 38*

1. If a contract is terminated by one of the parties thereto in accordance with article 36, the party wishing to terminate the contract shall give the other party prior notice of termination equivalent to the period prescribed for the payment of wages or pay the wage for such period in full in lieu of notice.
2. If either party refuses to receive notice of termination of the contract, the notice may be deposited with the Ministry or one of its offices.
3. The period of notice provided for in paragraph 1 of this article shall be calculated as follows:
  - (a) 30 days for workers with monthly wages;
  - (b) 15 days for workers with half-monthly wages,
  - (c) one week for workers working on the basis of production or piece work, or hourly or daily or weekly rates.

4. If the worker's wage is calculated on the basis of sub-paragraphs (b) and (c) and paid at the end of each month, the calculation of the period of notice and corresponding wages shall be on the basis of 30 days.

*Article 39*

Should the employer rescind the contract of employment arbitrarily or if the contract is terminated in accordance with the provisions of paragraph (2) of article 35, the worker shall, in addition to his entitlement to wages, for the period of notice and any other entitlements provided for in this Code and the labour legislation giving effect to it, be entitled to special compensation for damages sustained as a result of termination. In all cases, the amount of such compensation shall be determined by the competent Arbitration Committee, subject to a ceiling of six months' wages.

*Article 40*

Should the contract of employment be terminated by the expiry of its specified term while negotiations are being conducted to renew or extend it, the contract shall continue to be valid during such negotiations for a maximum period of three months. If within the said period, the negotiations fail to produce results securing continuity of the contract, the contract shall be considered terminated.

*Article 41*

The employer shall upon the termination of a worker's contract, provide the worker, free of charge, with a certificate of severance indicating the date of his entry into service, the date on which his services were terminated, the nature of his work and the amount of his remuneration.

## **Chapter IV. Regulations of the Employment of Women and Young Persons**

### **Part I. Regulation of women's employment**

*Article 42*

Women shall be equal with men in relation to all conditions of employment and employment rights, duties and relationships, without any discrimination. Women shall also be equal with men in employment, promotion, wages, training and rehabilitation and social insurance. The requirements of job or occupational specifications shall not be considered as discrimination.

*Article 43*

1. Women's working time shall be five hours a day as from their sixth month pregnancy and, if breast-feeding, until the end of the sixth month after childbirth. Such working time may be further reduced for health reasons on the basis of a certified medical report.
2. The working time of women breast-feeding their children shall be reckoned from the day following the end of maternity leave to the end of the sixth month after the birth of the child.

*Article 44*

It shall be forbidden to assign a woman to overtime work as from the sixth month of her pregnancy and during the first six months following her return to work after maternity leave.

*Article 45*

1. A pregnant worker shall have the right to maternity leave with full pay for 60 days.
2. A pregnant woman shall not, under any circumstances, be employed during her maternity leave.
3. A pregnant worker shall be granted a further 20 days' leave, in addition to the days mentioned in paragraph 1, in the following cases:

- (d) if her labour was difficult as established by a medical report,
- (e) if she gives birth to twins.

*Article 46*

1. It shall be prohibited to employ women in industries and occupations which are hazardous, arduous or harmful to their health or social standing. The occupations prohibited under this paragraph shall be specified by order of the Minister.
2. It shall be forbidden to employ women at night, except during the month of Ramadhan and in the jobs which shall be specified by order of the Minister.

*Article 47*

An employer who employs women shall post in a visible place at the workplace the regulations governing the employment of women.

## **Part II. Regulation of the employment of young persons**

*Article 48*

1. It shall be forbidden to employ a young person for more than seven hours per day or 42 hours per week. Weekly hours of work shall be distributed over six working days followed by one day of rest with full pay.
2. Daily hours of work shall be broken by a period of rest of not less than one hour. A young person shall not work continuously for more than four hours.
3. It shall be forbidden to make a young person work overtime or at night except in those jobs to be specified by order of the Minister.
4. The hours a young person spends in training during his daily hours of work shall be considered as official working time.
5. It shall be prohibited to make a young person work during his weekly periods of rest, official holidays and other leave.

*Article 49*

1. It shall be forbidden to employ a young person without his guardian's approval and without notifying the competent office of the Ministry accordingly.
2. It shall be forbidden to employ a young person in a remote place isolated from inhabited areas.
3. Employers shall provide young persons with a healthy and safe working environment in accordance with the conditions and circumstances specified by the Minister.
4. It shall be prohibited to employ young persons in arduous work, harmful industries or jobs which are socially damaging. Such jobs and industries shall be specified by order of the Minister.

*Article 50*

1. A young person shall be entitled to 30 days of annual leave for each year of effective service to be calculated on the basis of two-and-a-half days per month of effective service.
2. Employers shall grant young persons their full annual leave on time.
3. It shall be forbidden for a young person or his guardian to waive his annual leave entitlement or any part thereof, even in consideration of compensation.

*Article 51*

Employers employing young persons shall:

- (a) keep a record of young persons and their social and occupational status indicating their names, age, name of guardian, date of entry into service, place of residence and any other information prescribed by the Ministry;

- (b) have them undergo a preliminary medical examination and regular examinations whenever necessary to ensure their medical fitness and keep a medical record for each young person containing all the information related to their medical history;
- (c) post in a visible place the regulations governing the employment of young persons.

*Article 52*

Employers shall pay young persons fair wages in consideration of their work in occupations equivalent to those of adults provided that such wages shall, in any event, be not less than two-thirds of the minimum wage for the occupation concerned. They shall pay the wage to the young person himself. The Council of Ministers may, acting on a submission by the Minister and a recommendation from the Labour Council, make an order specifying minimum wages for certain occupations and jobs in which young persons are employed.

*Article 53*

The provisions of this Part shall not apply to young persons working with their family under the supervision of the head of the family, provided that their work is performed in suitable health and social conditions.

## Chapter V. Wages and Allowances

### Part I. Wages

*Article 54*

Wage scales and categories for particular jobs and occupations shall be determined according to the volume and type of work involved in accordance with the following principles:

- (a) nature of functions, duties and responsibilities;
- (b) qualifications and experience required to perform the job;
- (c) importance and role of work in the development and quality of production;
- (d) yield of work;
- (e) working conditions and location of workplace;
- (f) efforts made by the worker.

*Article 55*

1. The minimum wage payable to a worker shall not be less than the minimum wage paid by the state administration.
2. The average daily minimum wage of a worker remunerated on the basis of production piece rates shall not be less than the daily minimum wage specified for the occupation or industry concerned. The daily wages of workers not paid on a monthly, weekly or daily basis shall be calculated on the basis of the average wages earned by their counterparts for days effectively worked for the same employer over the past year or during their period of service if less than one year.

*Article 56*

Wages for overtime work shall be calculated according to the following rates:

- (a) one-and-a-half hours' basic wages per hour of overtime on normal working days;
- (b) two hours' basic wages per hour of overtime at night, on the day of weekly rest, and on official holidays and leave, in addition to entitlement to standard wages for such holidays.

*Article 57*

1. A worker performing night work shall be entitled to an allowance equivalent to 15 per cent of his basic wages, in addition to his entitlement for normal working hours.

2. A worker performing shift work, shall be entitled to an allowance equivalent to 10 per cent of his basic wages, in addition to his entitlement for normal working hours.
3. A worker shall be entitled to a night work allowance or a shift work allowance if he works on either basis for a period exceeding ten consecutive or non- consecutive days in a month. It shall be forbidden to combine a night work allowance with a shift work allowance.

*Article 58*

A worker shall be paid his basic wages if he joins a training or rehabilitation course approved by his employer, whether inside the Republic or abroad.

*Article 59*

Subject to the provisions of articles 99 and 100 of this Code, a worker shall be entitled to his full wages for any period spent in detention because of a work- related case, provided that the amount paid to him during such period of detention is not less than 50 per cent of his basic wages, the balance of his full wages being paid to him after his innocence is established. The employer may recover the amount paid during the period of detention if the worker is convicted under a final judgement.

*Article 60*

A worker employed on the basis of monthly wages may not be transferred without his consent to a category of workers whose wages are calculated on a weekly, daily or hourly basis or on the basis of production or piece rates.

*Article 61*

Wages and other entitlements due to workers shall be paid in legal currency, on a working day and at the workplace:

- (a) once a month in respect of workers remunerated on a monthly basis, to be paid not later than the sixth day of the following month;
- (b) once every fortnight in respect of workers remunerated on a fortnightly basis, to be paid not later than the third day after the end of every fortnight.
- (c) at least once a week in respect of workers whose remuneration is calculated on an hourly, daily or weekly basis,
- (d) as agreed between the two parties in respect of workers remunerated on the basis of production or piece rates.

*Article 62*

Employers shall not in any way restrict the freedom of their workers to dispose of their remuneration, or oblige their workers to purchase goods produced by them nor to buy goods from specified sources.

*Article 63*

It shall be forbidden to withhold the wages due to a worker in accordance to this Code, except by a final judicial decision, unless the employer and the worker have agreed otherwise.

*Article 64*

Subject to provisions of article 99, the monthly instalments paid by a worker as compensation for such damage or material loss as he may have caused his employer by reason of a shortcoming or negligence shall not exceed 25 per cent of his basic wages.

*Article 65*

Wages shall be paid on the day following the termination of the contract. If a worker leaves the service at his own initiative, his wages shall be paid to him within six days of the date of his leaving the service.

*Article 66*

1. Employers shall make out the necessary documents for payment of wages, wherein they shall record the details concerning the workers' wages, any deductions effected and the net wages paid. These documents shall not contain any blanks, deletions or additions.
2. Employers shall be deemed to have discharged their obligation to pay a worker's wages only after the worker has signed or finger-printed the document showing his wage entitlements and annexes thereto, whether or not these are mentioned in the signed documents.

*Article 67*

1. Women shall be entitled to wages equal to those of men if they perform the same work under the same conditions and specifications.
2. Employers shall pay equal wages to Yemenis and non-Yemenis if their working conditions, qualifications, experience and competence are equal.

*Article 68*

Where a worker is sent to perform a specific task in an area which is remote from his workplace, whether inside the Republic or abroad, he shall be entitled to receive allowances according to the nature of his task and related to his representation, travel or residence as the case may be. The Council of Ministers shall, acting on a submission by the Minister and a Recommendation from the Labour Council, make special regulations governing allowances.

*Article 69*

Every employer shall provide his workers with means of transportation from their place of residence or a specified assembly point to their workplace or pay them an allowance for that purpose.

*Article 70*

Employers shall in accordance with standards to be specified by order of the Minister, provide their workers with adequate housing and food if they work in places remote from inhabited areas.

## Chapter VI. Hours of Work, Rest, and Leave

### Part I. Regulation of hours of work

*Article 71*

1. Official working hours shall not exceed eight hours per day or 48 hours per week. Weekly hours of work shall be distributed over six working days followed by one day of rest with full pay.
2. Official working hours during the month of Ramadhan shall not exceed six hours per day or 36 hours per week.
3. Official working hours in respect of certain occupations, jobs and industries where working conditions are arduous or harmful to health may be reduced by order of the Minister. Such order shall specify the said occupations and jobs and the reduced hours, after consultation with the parties concerned including the representatives of the workers and employers.
4. Official working hours shall be broken by one or more periods not exceeding one hour to be devoted to rest, including prayers and meals. Such period(s) of rest shall be so determined as to ensure that any continuous period of work does not exceed five hours. Such period(s) shall not be counted as working time. Where a worker reports for work at the specified time and is ready to start working but cannot do so for reasons attributable to the employer, he shall be considered to have effectively performed his work.

*Article 73*

1. Work shall be considered night work if it is performed between 8 p.m. and 5 a.m. No worker shall be continuously assigned to night work for more than one month.
2. Night work shall include hours of day-time work that overlap with night hours at the end of the day for at least half an hour.

*Article 74*

1. Workers may be employed during periods of daily rest, on days of weekly rest and on official holidays if necessary to increase production or to provide public services and in the event of a disaster or to prevent a disaster, or to maintain work-related or industrial equipment or in the public interest.
2. Working hours, whether normal or overtime shall not exceed 12 hours per day.

*Article 75*

1. Subject to the provisions of article 56 of this Code, any worker employed over time shall regardless of his occupation, be entitled to compensatory rest periods with pay calculated on the basis of the following rates:
  - (a) one-and-a-half times for overtime on normal working days;
  - (b) double time for overtime night work.
2. Employers shall grant workers the prescribed compensation for the day of weekly rest and official holidays and leave within a period not exceeding one month.

*Article 76*

Employers shall post at the worker's main entrance to the workplace and in a visible place inside the workplace a table showing weekly closing times, working hours and periods of rest and leave.

## **Part II. Regulation of leave**

*Article 77*

Friday shall be the day of weekly rest. However, this day may be exchanged for another day of the week for all or some workers if work so requires.

*Article 78*

Workers shall be entitled to leave with full pay on all official holidays in accordance with the laws in force.

*Article 79*

1. Workers shall be entitled to leave of not less than 30 days with full pay for each year of effective service, to be calculated on the basis of at least two-and-a-half days for each month.
2. Official holidays and days off falling within a worker's period of leave shall not be counted as part of his annual leave.
3. Leave granted to a worker from his annual leave entitlement shall not be less than two days at a time.
4. Employers shall grant workers the leave they are entitled to annually. However, an employer may, for reasons related to the interests of both parties, carry over half a worker's leave entitlement to the following year.
5. Any more favourable conditions concerning worker's leave entitlements and rates shall continue in force.
6. No worker shall waive his annual leave in consideration of financial compensation.
7. Rates of entitlement to leave may, by order of the Minister, be increased for certain occupations and categories of workers.

*Article 80*

1. In case of sickness, workers shall be entitled to continuous or non-continuous sick leave on the following basis:
  - (a) sick leave with full pay for the first and second months of sickness;
  - (b) sick leave with 85 per cent of wages for the third and fourth months of sickness;
  - (c) sick leave with 75 per cent of wages for the fifth and sixth months of sickness;
  - (d) sick leave with 50 per cent of wages for the seventh and eighth months of sickness.
2. A worker may, in addition to his sick leave entitlement, use up the balance of his annual leave entitlement. If he exhausts both he shall be granted leave without pay until he recovers or the competent authorities establish that he is no longer medically fit for work.
3. Any period a worker spends in hospital for treatment shall be considered as sick leave.

*Article 81*

1. Sick leave shall be granted on the following conditions:
  - (a) if, in cases of ordinary sickness, it is certified by the doctor appointed by the employer to treat his workers or by the medical institution with which the employer has concluded an agreement for that purpose;
  - (b) if, where the employer has not appointed a doctor or medical institution to treat his workers, it is certified by a medical establishment in the Republic;
  - (c) if it is certified by an emergency clinic at any place or by other hospitals in the area where the worker is taken to or where he spends his annual leave.
2. Where a worker's sick leave is certified by a private medical practice or institution, the employer may request its confirmation by the competent medical authorities.

*Article 82*

1. An employer may approve a worker's sick leave and not deduct it from his annual leave if the worker falls sick during his leave;
2. Annual leave interrupted by sick leave approved in accordance with the provisions of the previous paragraph shall resume thereafter.
3. The employer may request a medical authority or his appointed doctor to certify such sick leave if it exceeds ten days.

*Article 83*

1. A worker who contracts an occupational disease or sustains an injury during the performance of his work or as a result thereof shall be entitled to sick leave with full pay on a recommendation by the competent medical committee pending the examination of his condition in accordance with the Social Insurance Act.
2. The competent Minister shall, in consultation with the parties concerned and with the representatives of workers and employers, make an order to establish the competent medical committees and specify their functions and place of work.

*Article 84*

Workers who have spent four years of effective service with an employer shall have the right to 20 days' leave with pay to perform the Hadj, including the Id Al Adha holiday. This leave shall be granted once during the service of a worker. Employers shall have the right to ensure that such leave is used for its intended purpose.

*Article 85*

Employers may grant workers contingency leave with pay for not more than ten days a year.

*Article 86*

An employer may, upon a worker's request grant him leave without pay for such reasons and in such circumstances as he deems fit.

*Article 87*

A working woman shall be entitled to leave with pay for 40 days if her husband dies. Such leave shall be counted as from the date of death. She may also be granted leave without pay for not more than 90 days to complete the period of "Idda" (a period of time during which a Moslem woman should be in mourning after the death of her husband).

*Article 88*

No worker shall engage in a paid employment during any of his paid leave as provided for by this Code. If it is established that a worker worked during his paid leave, his employer may claim reimbursement of the worker's pay for the said leave, provided that this does not lead to termination of employment.

## Chapter VII. Regulations of Work and Penalties

### Part I. Duties

*Article 89*

Through his administration, the employer shall:

- (a) provide the working environment, conditions, guarantees and precautions provided for in labour legislation and regulations and in contracts and collective agreements;
- (b) direct and assign workers according to their technical and practical skills and competence in furtherance of the interests of work. It shall be forbidden to change a worker's job for one unsuited to his qualifications and abilities without his consent;
- (c) prepare training and further training programmes to train the skilled workers needed for the plan of work, providing the necessary facilities for workers to raise their vocational, technical and educational standards;
- (d) refrain from prejudicing the person of the worker and his dignity;
- (e) open and keep personal and general registers indicating worker's service conditions and records in accordance with the particulars and conditions prescribed by the Ministry;
- (f) inform workers of all conditions of employment and related matters and post them in a visible place once they are published;
- (g) respect the provisions of this Code and regulations made thereunder when considering matters related to labour;
- (h) ensure that any candidate for employment has a document showing that he has terminated his employment relationship with his previous employer or that he has never worked;
- (i) provide for, worker's participation in the discussion of means of improving the work process, increasing production and dealing with related matters through meetings which workers are invited to attend.

*Article 90*

The worker shall have a duty to:

- (a) perform his work seriously, faithfully and regularly and devote all his working time to performing his occupational duties efficiently and effectively and observe the directives and instructions of his employer, or his representative, or supervisor;
- (b) endeavour to increase production, maintain equipment and improve the quality of products

- and services;
- (c) observe work regulations, rules and disciplines;
  - (d) work diligently and respect working hours;
  - (e) continuously endeavour to develop his vocational, technical and educational qualifications and competence, and undertake to train and develop the skills of his colleagues at work;
  - (f) maintain work-related machinery, tools, materials, registers and files entrusted to him and, on terminating his work, return any tools or unused raw materials;
  - (g) keep employment-related secrets;
  - (h) faithfully provide help and assistance in such dangerous situations and disasters as may threaten the safety at work or the workplace or production;
  - (i) make optimum use of the means of production placed at his disposal and use financial and other resources economically;
  - (j) submit to a medical examination whenever his employer requests him to do so.

## **Part II. Disciplinary penalties**

### *Article 91*

In enterprises employing 15 or more workers, the employer shall lay down regulations governing disciplinary penalties and procedures for imposing or applying them and post the said regulations in a visible place in the enterprise. The enforcement of such regulations and any subsequent amendments thereto shall be subject to approval by the trade union committee or worker's representative and clearance by the Ministry or one of its offices within one month of the date of their submission. Should this period elapse without the Ministry or its office giving its approval or stating any objection in writing, the regulations shall enter into force.

### *Article 92*

1. The Ministry shall issue models of detailed rules on the application of penalties to guide employers in the drafting of their own rules.
2. In enterprises employing 15 or more workers, the employer shall lay down detailed rules governing the application of the penalties provided for in the following article, in a way which suits the nature and characteristics of his activity and having due regard to the following points:
  - (a) they shall specify the different types of offenses and corresponding penalties;
  - (b) they shall indicate the procedures for investigating offenses and applying penalties;
  - (c) they shall indicate the procedure for applying penalties in cases of recidivism.
3. In enterprises employing fewer than ten workers, the employer may lay down the rules governing the application of penalties in accordance with the provisions of this Code.

### *Article 93*

Where a worker commits a breach of his duties as provided for in this Code or in his contract of employment, his employers may impose on him one of the following penalties:

- (a) call his attention in writing;
- (b) warn him in writing;
- (c) deduct from his wage an amount not exceeding 20 per cent of his basic wage,
- (d) dismiss him subject to maintenance of all his entitlements as provided for in this Code and other labour legislations.

### *Article 94*

1. Employers may apply the penalties provided for in items (a) and (b) of the previous article without necessitating administrative investigation, the other penalties being applicable only after the investigation provided for in article 96 of this Code.

2. Before imposing any penalty, employers shall bear in mind:
  - (a) that the penalty should be in proportion with the degree of the offence;
  - (b) the worker's circumstances, productivity, conduct, length of service and social status and any measures previously taken against him, and the frequency of his offenses at work.
3. No employer shall impose a penalty on a worker:
  - (a) more than 15 days after the discovery of the offence,
  - (b) if the worker's responsibility is not confirmed through criminal or administrative proceedings;
  - (c) if the offence committed by the worker is not included in the detailed rules or penalties.
4. It shall be forbidden to impose more than one of the penalties provided for in article 93 of this Code for a single offence committed by a worker.

*Article 95*

1. The imposition of the penalties provided for in items (a) and (b) of article 93 of this code shall be null and void after one year from the date of their imposition. The employer may cancel them from the worker's personal file if his conduct effectively improves during the same year.
2. The employer may mitigate or cancel either of the remaining penalties where the conduct of the worker concerned improves during the year.

*Article 96*

Where the degree of an offence requires the application of one of the penalties provided for in items (c) and (d) of article 93 of this Code, the employer shall conduct an administrative investigation with the worker, in which case the worker may request the attendance of the representative of the workplace union committee or of the worker's representative if there is no union committee.

*Article 97*

1. In investigating an offence, the employer shall:
  - (a) conduct the investigation within a period not exceeding 15 days as from the date of his discovering the offence;
  - (b) complete the investigation and where the worker's responsibility is established, apply the penalty within a period not exceeding one month;
  - (c) hear the worker, his self-defence and the testimony of any witnesses he may call upon for his defence;
  - (d) commit the investigation to writing and have it signed by all the parties thereto;
  - (e) hear any workers who are aware of the circumstances of the offence.
2. The worker may appeal against the findings of the investigation or its consequences before the competent Arbitration Committee within a period not exceeding one month as from the date of his notification of the findings of the investigation.

*Article 98*

1. The employer may suspend the worker by verbal notice for a period not exceeding five days for the purposes of investigation, or by written notice for a period not exceeding 30 days if the interests of work or of the investigation so requires;
2. The employer shall, before deciding to suspend a worker, take into consideration the following:
  - (a) a worker's suspension is not a penalty imposed on him, but a precautionary measure necessitated by the circumstances of work and the investigation;
  - (b) the worker resumes his previous work after the expiry of the period of suspension if it is established that he is not guilty;
  - (c) outstanding or withheld wages must be paid to the worker if he is acquitted.
3. Any period during which a worker is detained by the competent authorities in connection with a matter related to work or resulting therefrom shall be considered as a period of suspension from

work, during which the employer shall continue to pay the worker an amount equivalent to 50 per cent of the worker's wage until his case is decided, provided that the period does not exceed three months.

4. Any period during which a worker is detained by the competent authorities for the purposes of an investigation of matters not related to work shall not be considered as period of suspension from work, in which case the worker shall not be entitled to his wage or any part of it except by approval of the employer, and it shall be forbidden to dismiss him from his service.

#### *Article 99*

The employer shall be entitled to claim compensation from workers individually or jointly, for any damage to working equipment and means of production resulting from a shortcoming or negligence by workers whose responsibility has been established, provided that the employer notify the Ministry or its competent office and the parties concerned of such damage within 48 hours of his becoming aware of it.

#### *Article 100*

The employer may stop the activity of his establishment totally or in part or modify the size of the establishment or its activity provided that he notifies the Ministry or its competent office if any such measure results in a reduction of the number of his workers and redundancies.

#### *Article 101*

1. The employer shall notify the Ministry or its competent office and any other party concerned in case of total or partial stoppage of activity or in case of a resumption of activity.
2. The employer may reduce the number of his workers or make them redundant as a result of a total or partial stoppage of activity.
3. The employer shall, when resuming stopped activity, give priority to the workers affected by the earlier reduction or redundancies provided that they apply for employment at his establishment within one month of the date on which the resumption of its activity is announced and that the Ministry or its competent office is notified accordingly.

#### *Article 102*

Workers affected by a workforce reduction or redundancies may appeal to the competent Arbitration Committee if they consider the measures taken by the employer to be unjust and aimed at replacing them with other workers.

#### *Article 103*

Where an establishment's activity stops temporarily for reasons attributable to the employer, workers' contracts of employment shall continue to be valid for not less than two months from the beginning of the stoppage, thereby entitling them to their full wages for that period.

## **Chapter VIII. Training**

### **Part I. Vocational training**

#### *Article 104*

Vocational training means the pursuit of theoretical and/or applied training to acquire the skills of a particular occupation or trade before entry into service or in-service training of workers to upgrade their vocational skills.

*Article 105*

1. The employer shall adopt all training means and facilities, develop them and provide incentives to workers undergoing training in accordance with the guidelines established by the Council of Ministers, by any of the following means:
  - (a) training at the workplace and preparation of training and examination programmes;
  - (b) participation with other employers carrying on a similar activity in establishing a training centre and drawing up training and examination programmes;
  - (c) annual financial contribution to vocational training projects of the Ministry, in which case the contribution shall be assessed according to the number of workers of the employer and its amount and proportion of his total wage bill shall be specified by order of the Council of Ministers.
2. A worker undergoing training shall stay in service of his employer for a period equal to his period of training inside the Republic and equal to double such period if he received his training abroad. Where a worker fails to respect the prescribed period of service after training, his employer may claim reimbursement of all or part of the cost of his training, taking account of his service before and after training.

*Article 106*

In cooperation with the parties concerned, the Ministry shall regulate matters related to vocational training so as to satisfy the requirements of economic and social development. To this end, it shall:

- (a) supervise and regulate the operation of the vocational training institutes and centres established by the State;
- (b) all aspects of vocational training;
- (c) supervise the preparation of training and examination programmes;
- (d) evaluate training standards, curricula and disciplines;
- (e) identify training needs and train trainers in cooperation with the parties concerned;
- (f) formulate a policy for admissions to vocational training institutes and centres;
- (g) coordinate training issues as between the various training authorities so as to maximize the use of their training capabilities;
- (h) draw up plans and programmes providing for the distribution of graduates of vocational training institutes and centres among appropriate workplaces in cooperation of the parties concerned;
- (i) technically supervise the training establishments covered by the provisions of this Code in matters related to curricula programmes, examinations and the provision of technical advice.

*Article 107*

The Minister may decide to establish such vocational training institutes or centres as he deems appropriate. The order on the establishment of any such institute or centre shall specify all the necessary provisions for its proper functioning. Any employer may establish a training institute or centre within his field of activity provided that he notifies the Ministry accordingly.

*Article 108*

The Minister may, according to available training capabilities, make provisions for employers' participation in the training and rehabilitation of a number of disabled Yemenis and injured workers and for the admission to their establishments and centres a specified proportion of students for training and practical experience, depending on their available training capacity.

*Article 109*

1. The Minister shall specify the occupations subject to an evaluation of skill levels, the procedure for such evaluation, its conditions and the authorities which shall perform it.

2. A worker whose level of skill in an occupation or service has been evaluated shall be issued with a certificate to that effect.

## **Part II. Apprenticeship**

### *Article 110*

Apprenticeship means the process whereby an employer provides training to a Yemeni person during a specified period of time in a particular occupation or trade to enable him to acquire the necessary skills to practice such occupation or trade.

### *Article 111*

1. The contract of apprenticeship shall be concluded between the employer and the apprentice in writing. It shall specify the type of occupation, the duration of training and the remuneration the apprentice is to receive during his training.
2. Where the apprentice is a young person, the contract of apprenticeship shall be concluded between the employer and the legal guardian of the apprentice.
  - (a) The employer may terminate a contract of apprenticeship if he determines that the apprentice is incapable of learning the occupation adequately, unless he can be taught another occupation with the employer.
  - (b) An apprentice may terminate his contract at his own initiative provided that he has not spent more than half of the period of training.
  - (c) If the contract is terminated by either party outside the conditions and circumstances provided for by this Code, the other party shall have the right to claim adequate compensation for such damage as he may have incurred as a result of such termination.

### *Article 112*

1. The period during which an apprentice undergoes his training in an occupation or trade shall be counted as effective service if he continues to work for the employer for a period of not less than two years.
2. On completion of an apprentice's period of apprenticeship, the employer shall grant him a certificate, to be signed by the Ministry of one of its offices, establishing his apprenticeship, its duration and his level of skill in the occupation concerned.

## **Chapter IX. Occupational Safety and Health**

### *Article 113*

An employer who commissions any new enterprise shall ensure that it meets occupational safety and health requirements. The competent Ministry shall ensure compliance with appropriate occupational safety and health requirements and conditions.

### *Article 114*

Employers shall observe the following rules:

1. Workplace health and safety conditions shall be maintained in conformity with occupational safety and health requirements.
2. Workplaces shall be properly ventilated and adequately lighted during working hours in accordance with the standards established by the authorities responsible for occupational safety and health.

3. The necessary precautions shall be taken to protect workers from such damage to their health as may be caused by gas, dust, smoke or any other emissions or waste likely to be discharged by the industry.
4. The necessary precautions shall be taken to protect workers against the hazards of equipment and machinery and the hazards of conveyors and handling, including any risks of collapse.
5. The necessary precautions shall be taken against natural hazards and damage, including health, humidity and cold.
6. The necessary precautions shall be taken against the hazards of excessive light, noise, harmful or dangerous radiation, vibration, variation in atmospheric pressure inside the workplace, including any risk of explosion.
7. Easily accessible lavatories and wash-rooms shall be provided, and separate lavatories and wash-rooms shall be provided for women workers if women are employed on the premises.
8. An adequate and easily accessible supply of drinking water shall be provided for the worker's use.
9. The necessary precautions shall be taken to deal with fires and provide fire-fighting equipment, including emergency exits, which shall be maintained in working order at all times.
10. Industrial accidents and occupational diseases shall be recorded in a register and notified to the competent authorities and statistics on industrial accidents and occupational diseases shall be kept for submission to the Ministry upon request.

*Article 115*

Employers shall take the necessary precautions to protect workers and ensure their safety against such hazards as may arise from their work and the machinery in use. The employer shall not deduct any amount from their wages in consideration of:

- (a) the provision of protective devices, equipment and clothing to protect workers from exposure to occupational injuries and diseases;
- (b) any allowances granted to workers for working in conditions harmful to their health, or any meals provided to them in compliance with occupational safety and health requirements.
- (c) expenses incurred on account of workers' medical examinations, regular or otherwise, as necessitated by occupational safety and health requirements;
- (d) the provision of first aid equipment at the workplace.

*Article 116*

The Ministry shall:

- (a) give advice to employers in matters relating to occupational safety;
- (b) organize and implement training and educational programmes on the prevention of accidents;
- (c) organize the exchange of technical information and expertise between enterprises' occupational safety and health departments;
- (d) specify and evaluate the means of accident prevention units;
- (e) assist in the design of explanatory materials relating to occupational safety;
- (f) study and analyze data and information relating to occupational safety, monitor cases of occupational injury and disease and suggest measures to avoid their recurrence;
- (g) specify and evaluate means and equipment for protection against industrial accidents and injuries.

*Article 117*

1. A High Committee for Occupational safety and health, whose membership shall include representatives of the parties concerned, shall be established by order of the Council of Ministers acting on a recommendation of the Minister. The said order shall specify its functions and rules of procedure.

2. Subsidiary occupational safety and health committees may be established by orders of the Minister in such governorates, sectors and industries as he sees fit, provided that the membership of such subsidiary committees shall include representatives of the parties concerned. Such orders shall specify the committees' functions, competence and rules of procedure.

*Article 118*

1. The employer shall:
  - (a) advise and inform workers, before their engagement, on work-related and occupational hazards and on the preventive procedures which must be observed at work;
  - (b) provide continuous guidance to workers and control their observance of occupational safety and health;
  - (c) display in a visible place instructions, guidance and posters explaining work-related and occupational hazards and methods of preventing them and use all possible illustrative means to that end;
  - (d) increase worker's awareness of occupational safety and health protection and make them participate in training courses and seminars on these matters.
2. Where an employer fails to apply labour and worker protection rules and occupational safety instructions, the inspector may obtain an order from the Minister to stop the functioning of the machinery which is the source of danger for one week, until the causes of danger are eliminated. Where the danger persists and the employer fails to take remedial action and the period of partial stoppage is extended, or if a request for total stoppage is submitted, the Minister shall refer the matter to the competent Arbitration Committee. Workers who are suspended as a result of this procedure shall be entitled to their full wages.
3. The employer may appeal against an order for partial or total stoppage if he deems it to be arbitrary.

## Chapter X. Insurances

*Article 119*

1. Employers shall protect their workers' health, notably by:
  - (a) conducting a medical examination of workers prior to their employment;
  - (b) transferring a worker to a job suited to his health condition as determined by a report of the competent medical authorities, whenever possible;
  - (c) providing a worker with suitable work according to the recommendations of the competent medical authorities and depending on circumstances and job opportunities pursuant to the provisions of the Social Insurance Act, if he has contracted an occupational disease or sustained an injury at work or as a result thereof;
  - (d) bearing the cost of medical treatment and related requirements in respect of any number of workers in accordance with employers' medical regulations as approved by the Ministry;
  - (e) employing a qualified nurse at the workplace or in its vicinity if the number of their workers exceeds 50;
  - (f) entrusting the medical treatment of their workers to a doctor or a medical establishment if the number of workers employed at the workplace or in its vicinity exceeds 100;
  - (g) keeping such documents on their workers' medical treatment as may be transmitted to them. Workers may obtain copies of certificates and documents relating to their condition which are transmitted to the employer by the competent medical authorities.
2. Employers whose workforce is below the threshold provided for in this article may entrust the medical treatment of their workers to a doctor or a medical establishment.

3. The Minister may, in respect of dangerous or arduous industries and occupations, require employers whose workforce is below the threshold provided for in this article, to employ a qualified nurse or to entrust their workers' medical treatment to a doctor.

*Article 120*

1. At the end of their service, workers shall be entitled to a monthly pension or a lump-sum payment in accordance with the provisions of the Social Insurance Act or in accordance with any other special regulations whose provisions are more favourable to the worker.
2. Where a worker is not covered by the provisions of the Social Insurance Act or by any special regulations in accordance with the provisions of the previous paragraph, he shall be entitled to receive from his employer severance pay equivalent to at least one month's wages for each year of service. Such severance pay shall be calculated on the basis of the last wage received by the worker.
3. Workers shall not, in any case, be deprived of their entitlements under this article or forfeit any part of such entitlement in case of termination of their contract of employment.

*Article 121*

Unless the employer is ensured for material responsibility, he shall, in accordance with this Code and the Social Insurance Act, bear responsibility for any occupational diseases or injuries which a worker might contract or sustain during the performance of his work or as a result thereof.

## Chapter XI. Labour Inspection

*Article 122*

All sectors and employers covered by this Code shall be subject to inspection. Employers shall facilitate the work of labour inspectors and provide them with all such information and data as they may request for the purposes of inspection.

*Article 123*

Labour inspectors shall:

- (a) supervise the application of labour legislation and regulations, of contracts and agreements, and of all instruments issued by the Ministry, including orders and written notification to employers regarding violations and requests for remedial action, and draw up records of violations, if they are repeated, in preparation for their referral to the competent Arbitration Committee;
- (b) prepare detailed reports on the results of every inspection visit, supported by such opinions and suggestions as may assist in remedying any shortcomings;
- (c) participate in establishing an understanding of relationships between workers and employers and provide them with information to enable them to understand the provisions of labour legislation and their proper application.

*Article 124*

1. Inspection of workplaces shall be conducted by officials of the Ministry and its offices. They shall be vested with judicial authority to apply the provisions of this Code and the regulations and orders issued thereunder. They may, if necessary, call upon the services of experienced doctors, engineers and technicians.
2. Inspectors shall perform their duties individually or in a group. They shall keep such enterprise secrets as may be disclosed to them on account of their work. This obligation shall continue after termination of their service.

3. Inspectors of the Ministry of Health shall supervise the application of the rules and procedures relating to occupational health. They shall submit regular reports to the Ministry and to the other competent authorities.
4. Labour inspectors and inspectors of the Ministry of Health shall be provided with cards establishing their identity and duties. They shall carry such cards during the performance of their duties and shall show them to the parties concerned whenever necessary.
5. Inspection regulations shall govern the forms and notifications relating to violations and procedures for drawing up records of violations.

*Article 125*

Labour inspectors shall, prior to entering office, take the following oath before the Minister or his representative:

*I swear by almighty God to perform my occupational duties with full integrity and loyalty and complete impartiality, without divulging such occupational, industrial and commercial secrets as may be disclosed to me during the exercise of my functions.*

*Article 126*

Labour inspectors shall be vested with the following powers:

- (a) to enter any workplace at any time during working hours, observe ongoing operations, examine documents, contracts and registers related to work and ensure that no violation of the provisions of labour legislations, regulations and rules is being committed.
- (b) to stop, as a precautionary measure, any machine which is a source of danger by requesting the Minister to issue an order to that effect for a period not exceeding one week. The Minister shall refer the matter to the competent Arbitration Committee if such period is to be extended or if a request for total stoppage is submitted;
- (c) to take samples from the workplace for the purposes of occupational health and safety inspection and examine any documents related to work and workers during the performance of inspection duties;
- (d) to take samples from the workplace and obtain any documents or photocopies which the inspection may require.

*Article 127*

1. The Ministry shall provide the necessary protection for labour inspectors during the performance of their duties and thereafter in such manner as it deems necessary to ensure their protection.
2. Where a labour inspector is assaulted or incurs physical or prejudice as a result of the performance of his inspection duties, the Ministry shall, on his behalf, file a case with the competent court to claim compensation and shall bear all the expenses resulting from the proceedings.
3. In consideration of their efforts to ensure the sound application of labour legislation, labour inspectors shall be entitled to an allowance to be determined by the Minister.

## **Chapter XII. Labour Disputes and Legitimate Strikes**

### **Part I. Settlement of labour disputes**

*Article 128*

Labour disputes shall be understood to mean disputes between employers and workers over disagreements relating to the application of the provisions of this Code, the regulations made thereunder, any other labour legislation, individual contracts of employment, or collective agreements.

*Article 129*

1. Both parties to a dispute or their representatives shall hold a meeting to settle the dispute amicably through negotiation with a maximum period of one month. A record of the meeting to be kept secret shall be drawn up and signed by both parties.
2. Where no amicable settlement can be reached between the two parties to the dispute, the matter shall be referred to the Ministry or its competent office which shall summon the parties with a view to settling the dispute within a period not exceeding two weeks as from the date of referral.

*Article 130*

Where mediation fails to resolve the subject of the dispute finally, either party may submit it to the competent Arbitration Committee within a maximum period of two weeks from the date of the minutes recording the failure of mediation.

*Article 131*

One or more Arbitration Committees shall be established by order of the Minister in the capital and in each of the governorates of the Republic to settle labour disputes, and shall be composed of:

- (a) a representative of the Ministry, as Chairman;
- (b) a representative of the employers nominated by the General Federation of Chambers of Commerce and Industry, as member;
- (c) a representative of the workers nominated by the General Federation of Trade Unions, as member; provided that the employers' and workers' representatives shall have sufficient experience in labour affairs.

*Article 132*

The Arbitration Committees shall be competent to examine:

- (a) such disputes and conflicts as may arise between employers and workers in connection with the application of this Code, rules and regulations made thereunder, contracts of employment, and collective agreements;
- (b) violations referred to them in connection with workplace inspection;
- (c) any other matters in respect of which the relevant laws provide that they fall within the competence of the Arbitration Committees.

*Article 133*

The Arbitration Committees shall be empowered to summon any person for questioning, to order the hearing of testimony under legal oath and to conduct examinations, including by right of entry to any workplace, as may be required by the examination of a dispute. A committee may deputize one of its members to perform such functions and may call upon the assistance of experts. It shall have the right to examine all such documents or data as it deems necessary.

*Article 134*

1. The Arbitration Committee shall deliver their awards by majority decision of their members.
2. The awards of the Arbitration Committees shall state their grounds and shall be signed by all the members. A member who objects to an award may request that his objection be recorded in the draft of the award.

*Article 135*

1. The awards of the Arbitration Committees shall be final and shall not be subject to appeal in all cases concerning:
  - (a) amounts not exceeding 30,000 riyals;
  - (b) the suspension of orders for dismissal;

- (c) the imposition of fines on workers.
- 2. The Arbitration Committees shall not be empowered to impose any penalty depriving a person of his liberty.

*Article 136*

- 1. All cases concerning labour disputes of any type shall be submitted to an Arbitration Committee.
- 2. The cases submitted shall be signed by one of the parties to the dispute or his legal representative.
- 3. The submission of a case and litigation procedures shall be subject to the provisions of the Litigation Act in all matters not covered by a special provision of this Code.
- 4. Cases concerned with labour matters shall be considered urgent.
- 5. Labour cases shall be irreceivable after the expiry of the time-limit specified in the laws in force.

*Article 137*

- 1. Within ten days of the date of submission of a case, the chairman of the Arbitration Committee shall call a meeting to examine the dispute.
- 2. The Arbitration Committees shall complete the examination of the cases submitted to them and shall deliver their awards within 30 days of the date of the first hearing.

*Article 138*

The Chairman and members of each Arbitration Committee shall, prior to taking office, swear an oath before the Minister to the effect that they shall perform their duties on the Committee with integrity, honesty, loyalty and impartiality.

*Article 139*

- 1. If one of the litigating parties wishes to appeal against the award handed down by the Arbitration Committee, it shall submit a petition for an appeal to the Labour Division of the competent Court of Appeal within one month at the most of the date of his notification of the award.
- 2. The president of the Labour Division shall, within 15 days of the filing of the petition for appeal, set a date for the first hearing on the appeal.
- 3. The Labour Division shall settle the dispute with a final judgement within 30 days of the date of its first hearing.

*Article 140*

A division by the name of "Labour Division" shall be established at the courts of appeal in the capital and in each of the governorates of the Republic in accordance with the Judicial Authority Act. The labour divisions shall have jurisdiction over:

- (a) the final settlement of all cases of appeal against the awards of the Arbitration Committees submitted to them in accordance to this Code;
- (b) any other cases falling within its jurisdiction by virtue of the provisions of this Code or other labour legislation.

*Article 141*

Neither the Arbitration Committee nor the labour divisions of the courts of appeal shall decline to settle a dispute on the grounds that this Code contains no provision applicable to the case in point. In such event, they shall be bound to deliver a ruling in accordance with the provisions of the Islamic Shari'a, established custom and the principles of equity.

*Article 142*

The employer shall not, in the course of settlement proceedings before an Arbitration Committee or the labour division of a court of appeal, modify the conditions of employment enjoyed by workers prior to the dispute so as to cause them prejudice, nor shall he dismiss or impose a penalty on any worker.

*Article 143*

If the litigating parties become reconciled or reach a settlement of their dispute, they shall draw up a record to that effect before the authority to which the dispute was referred. The said authority shall deliver its ruling after ratifying the record, thereby making it an instrument enforceable at law.

## **Part II. Legitimate strikes**

*Article 144*

1. The workers' representatives or trade union committee may call upon workers to strike or stop work only after a final ruling has been made on the dispute which is not appealable either because no appeal was lodged against an Arbitration Committee award within the time-limit prescribed in article 139 of this Code or because the ruling was handed down by the labour division of a court of appeal and the employer refuses to comply with it within seven days of the date of his notification thereof by the authority which issued the ruling.
2. Workers' representatives or trade union committees shall not call upon workers to strike or stop work in furtherance of political demands or goals.

*Article 145*

Without prejudice to the provisions of the previous article, workers' representatives or union committees shall not call a strike or engage in a strike unless the following conditions are fulfilled:

1. The proposal to call a strike shall be submitted to the workers at a general meeting attended by at least 60 per cent of the total number of workers employed by the employer and shall be approved by secret ballot by 25 per cent of them.
2. The strike shall not be called or undertaken unless the proposal to do so has first been submitted to the general union concerned and signed by two-thirds of its members and after the union committee or workers' representatives have obtained written approval from the executive office of the General Federation of Unions of the Republic.
3. The subject of dispute shall concern more than one-third of the employer's workforce.
4. The trade union committee or workers' representatives shall give the employer and the Ministry or its competent office at least three weeks' prior notice of the date determined to launch the strike.

*Article 146*

After fulfilment of the conditions prescribed in the previous article of this Code, strikes shall be conducted at the enterprise, peacefully and in gradual stages, as follows:

5. A piece of red cloth shall be attached to the arm of each worker in the enterprise to signal his intention to strike, for three consecutive days before the beginning of the strike.
6. Work shall be stopped in certain parts of the enterprise for a specified time during official working hours, which shall be increased gradually so as to bring about a total stoppage of work in all those parts of the enterprise by the end of four consecutive days.
7. Work shall be stopped in all parts of the enterprise for a specified time during official working hours, which shall be gradually increased so as to bring about a total stoppage of work in the whole enterprise by the end of one week as from the date of the start of the strike, unless it is called off as a result of intervening developments.

*Article 147*

The trade union committee or workers' representatives shall immediately cancel a call to strike or call off a strike in progress if the employer agrees to comply with the ruling on the dispute in accordance with the provisions of article 144.

*Article 148*

1. Employment relationships between the employer and the workers shall continue during the period of a strike.
2. It shall be prohibited to impose sanctions including dismissal, on any worker as a result of their participation in a strike or because of a call to strike, provided that such strike is conducted in accordance with the provisions of this Code.

*Article 149*

Without prejudice to any stronger penalty provided for in another law, impairment of freedom to work shall be considered a serious and punishable fault. Such impairment shall include any act by striking workers which is intended to prevent other workers or the employer or his representative from reaching the workplace or from carrying on their usual activity, whether through actions, threats, violence, assaults, occupation of the workplace or damage to property.

*Article 150*

1. Obligatory minimum service shall be organized in establishments operating public services whose stoppage during strikes may endanger the lives, security or health of citizens or cause an economic crisis. In particular, such establishments shall include:
  - (a) hospitals, clinics, health associations, dispensaries operating in shifts and pharmacies;
  - (b) establishments related to the operation of telecommunications, radio and television;
  - (c) establishments concerned with electricity, water, gas and petroleum products;
  - (d) sanitation and environmental safety works;
  - (e) banks and banking businesses;
  - (f) workplaces at airports and loading and unloading works at inland and maritime ports and airports and customs;
  - (g) works related to the provision of goods and foodstuffs and works related to bakeries;
  - (h) works related to cattle, sheep and poultry farming, farm irrigation, agricultural harvesting, crop transport and the transport of fish;
  - (i) services related to prisons.
2. The Council of Ministers may, acting upon a submission by the Minister, specify other areas of activity requiring maintenance of obligatory minimum services or occupations in which strikes are forbidden.
3. Workers shall not refuse to perform obligatory service. Any such refusal shall be considered a serious fault and shall be punishable without prejudice to such liability as may be incurred by the members of the trade union committee or the representatives of the workers, who shall be held personally responsible if they are the cause of workers' refusal.

## **Chapter XIII. Workers' and Employers' Organizations**

*Article 151*

1. Workers and employers shall have the right freely to establish and join organizations with the aim of protecting their interests, defending their rights and representing them on bodies, councils and meetings and in all matters concerning them.
2. Trade unions and employers' organizations shall have the right to carry on their activity in total freedom, without any interference in their affairs or outside influences.

*Article 152*

Subject to the provisions of article 35 of this Code, workers' representatives on a trade union committee shall not be dismissed or otherwise disciplined for carrying out their trade union activities in accordance with this Code, the Trade Unions Act and the rules and regulations made thereunder.

## Chapter XIV. Penalties

### Article 153

The penalties provided for in the provisions of this chapter shall apply without prejudice to any stronger penalty provided for in another law.

### Article 154

Any person who violates a provision of Chapters II, IV, V, VIII, IX and XI of this Code shall be punished with a fine of not less than 1,000 (one thousand) riyals and not more than 20,000 (twenty thousand) riyals.

### Article 155

Any employer who violates a provision of Chapters III, IX and X of this Code shall be punishable with a fine of not less than 500 (five hundred) riyals and not more than 1,000 (one thousand) riyals, to be multiplied by the number of workers in respect of whom the violation was committed.

### Article 156

1. Either party to a dispute who, without an acceptable reason, fails to attend a mediation meeting called by the Ministry or its competent office or the sessions of an Arbitration Committee or appellate court's labour division shall be punishable with a fine of not less than 500 (five hundred) riyals and not more than 2,000 (two thousand) riyals.
2. Any person who provides an Arbitration Committee or the Ministry or its competent office with incorrect information or false documents on the subject of a dispute or who disrupts dispute settlement or mediation proceedings by having recourse to violence or by threatening to use violence shall be punishable with a fine of not less than 1,000 (one thousand) riyals and not more than 10,000 (ten thousand) riyals.
3. Any person who causes a strike to be called or undertaken in disregard of the conditions and rules provided for in this Code or who has recourse to threats or violence to hinder work shall be punishable with a fine of not less than 5,000 (five thousand) riyals and not more than 15,000 (fifteen thousand) riyals.
4. Any employer or employer's representative who hires new workers to replace workers on lawful strike in accordance with the conditions and rules provided for in this Code shall be punishable with a fine of not more than 15,000 (fifteen thousand) riyals, without prejudice to his obligation to reinstate the striking workers in their jobs.

## Chapter XV. Final Provisions

### Article 157

Cases related to labour disputes and filed by workers or their representatives or, in case of death, by their families in accordance with the provisions of this Code shall be exempt from court fees.

### Article 158

The provisions of this Code regulating occupational health and safety shall apply to the sectors and categories covered by the provisions of the Civil Service Code or any other law.

### Article 159

Employers shall participate in informing workers and making them aware of their rights and duties and of all the basic provisions of this Code and regulations, rules and orders made thereunder.

*Article 160*

The Council of Ministers shall, acting upon a submission by the Minister, make an order to specify the fees prescribed under the provisions of this Code.

*Article 161*

The Minister shall make all the regulations, orders and instructions to apply this Code and shall do so in a manner which does not contradict its provisions.

*Article 162*

The 1970 Labour Act Code (Act No. 5) issued in Sana'a and the 1978 Labour Code (Act No. 14) issued in Aden are hereby repealed together with any text or provision which contradicts the provisions of this Code.

*Article 163*

This Legislative Order shall enter into force from the date of its promulgation and shall be published in the *Official Gazette*.

## Annex 2. Environmental, Social, Health and Safety Requirements for Contractors

Contractors shall meet the following Environmental, Health, Safety and Social (including labour) requirements – thereafter called ESHS requirements<sup>44</sup>.

The ESHS requirements include 9 sections

### Contractor Environmental and Social Management Plan (C-ESMP)

- Prepare and submit to the concerned Implementing Agency for approval a Contractor Environmental and Social and Social Management Plan (C-ESMP). That is proportionate to the nature and scope of their activities.
- Include in the C-ESMP a detailed explanation of how the contractor's performance will meet the ESHS requirements
- Ensure that sufficient funds are budgeted to meet the ESHS requirements, and that sufficient capacity is in place to oversee, monitor and report on C-ESMP performance.
- Put in place controls and procedures to manage their ESHS performance.
- Get prior written approval from the Implementing Partner before starting construction or rehabilitation activities.

### ESHS Training

- Determine ESHS training needs in collaboration with the Implementing Agency
- Maintain records of all ESHS training, orientation, and induction.
- Ensure, through appropriate contract specifications and monitoring that service providers, as well as contracted and subcontracted labour, are trained adequately before assignments begin.
- Demonstrate that its employees are competent to carry out their activities and duties safely. For this purpose, the Contractor shall issue a Competence Certificate for every person working on site (relative to trade and aspect of work assignment) that specifies which tasks can be undertaken by which key personnel.

#### *Orientation Training*

- Provide ESHS orientation training to all employees, including management, supervisors, and workers, as well as to subcontractors, so that they are apprised of the basic site rules of work at/on the site and of personal protection and preventing injury to fellow employees.
- Training should consist of basic hazard awareness, site-specific hazards, safe work practices, and emergency procedures for fire, evacuation, and natural disaster, as appropriate. Any site-specific hazard or colour coding in use should be thoroughly reviewed as part of orientation training.

#### *Visitor Orientation*

- Establish an orientation program for visitors, including vendors, that could access areas where

---

<sup>44</sup> The ESHS requirements build on the General EHS Guidelines of the World Bank Group, but also take into account other World Bank guidelines, and good practice notes

hazardous conditions or substances may be present.

- Visitors shall not enter hazard areas unescorted.
- Ensure that visitors shall always be accompanied by an authorized member of the contractor, or a representative of the Implementing Agency, who has successfully fulfilled the ESHS orientation training, and who is familiar with the project site construction hazards, layout, and restricted working areas.

### ***New Task Employee and Contractor Training***

Ensure that all workers and subcontractors, prior to commencement of new assignments, have received adequate training and information enabling them to understand work hazards and to protect their health from hazardous ambient factors that may be present. The training should adequately cover the step-by-step process that is needed for Project activities to be undertaken safely, with minimum harm to the environment, including:

- Knowledge of materials, equipment, and tools
- Known hazards in the operations and how they are controlled
- Potential risks to health
- Precautions to prevent exposure
- Hygiene requirements
- Wearing and use of protective equipment and clothing
- Appropriate response to operation extremes, incidents and accidents

## **Construction Site Management**

### ***Vegetation***

- Prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of a construction site
- Transport labour and equipment in a manner to avoid as much as possible damage to grazing land, crops, and property

### ***Protection of the Existing Installations***

- Safeguard all existing buildings, structures, works, pipes, cables, sewers, or other services or installations from harm, disturbance or deterioration during construction activities
- Coordinate with local authorities to identify existing infrastructure that might not be visible
- Repair any damage caused by the Contractor's activities, in coordination with concerned authorities.
- Take all reasonable precautions to prevent or reduce any disturbance or inconvenience to the owners, tenants or occupiers of properties to the construction activities, and more generally to the public
- Maintain safe access to public and private properties that might be affected by construction activities. If necessary, provide acceptable alternative means of passage or access to the satisfaction of the persons affected.
- Avoid working during night hours

### ***Waste from Construction Activities***

- Collect and properly manage all solid wastes resulting from the construction activities, including construction debris and spoils, to prevent the contamination of soil and groundwater

- Remove unneeded excavation material from construction sites as soon as possible
- Agree with relevant municipalities about construction waste disposal
- Carefully select waste disposal sites, to be approved by the Implementing Agency
- Minimize littering of roads by ensuring that vehicles are licensed and loaded in such a manner as to prevent falling off or spilling of construction materials, and by sheeting the sides and tops of all vehicles carrying mud, sand, other materials or debris
- Transfer construction waste to assigned places in the selected waste disposal sites with documented confirmation.
- Properly dispose of solid waste and debris at designated permitted sites waste disposal sites allocated by the local authorities, and obtain a receipt of waste from the authorized landfill authority.

### *Air Quality*

The most common pollutant involved in fugitive emissions is dust or particulate matter (PM) that is released during the transport and open storage of solid materials, and from exposed soil surfaces, including unpaved roads. Accordingly, the Contractor shall:

- Use dust control methods, such as covers, water suppression, or increased moisture content for open materials storage piles, or controls, including air extraction and treatment through a baghouse or cyclone for material handling sources, such as conveyors and bins;
- Use water suppression for control of loose materials on paved or unpaved road surfaces. Oil and oil by-products are not a recommended method to control road dust.
- Use wheel washes at quarries, ready-mix plants, construction sites, and other facilities to prevent track-out of mud, dust and dirt on to public road.
- Regularly clean road surfaces within the construction sites to remove accumulated fine material, and regularly clean transportation vehicles.
- Cover open bodied trucks handling sand, gravel or earth.
- Minimize smoke from diesel engines by regular and proper maintenance, in particular by ensuring that the engine, injection system and air cleaners are in good condition.

### *Hazardous and Toxic Materials*

Toxic and deleterious wastes resulting from the Contractor's activities require special attention to forestall their introduction into the natural environment which could result in harm to people, aquatic life or natural growth of the area. The Contractor shall take precautions relative to the conditions specified herein.

- Train workers regarding the handling of hazardous materials
- Store hazardous materials as per the statutory provisions of the Manufactures, Storage and Import of Hazardous Chemicals Rules (1989), under the Environment (Protection) Act, 1986.
- Provide adequate secondary containment for fuel storage tanks and for the temporary storage of other fluids such as lubricating oils and hydraulic fluids,
- Use impervious surfaces for refuelling areas and other fluid transfer areas
- Train workers on the correct transfer and handling of fuels and chemicals and the response to spills
- Provide portable spill containment and cleanup equipment on site and training in the equipment deployment
- Deposit or discharge toxic liquids, chemicals, fuels, lubricants and bitumen into containers for salvage or subsequent removal to off-site locations.
- Treat hazardous waste separately from other waste
- Avoid the storage or handling of toxic liquid adjacent to or draining into drainage facilities.

- Keep absorbent materials or compounds on Site in sufficient quantities corresponding to the extent of possible spills.
- Locate landfill pits for the disposal of solid waste at least 100 m from water courses, and fencing them off from local populations.
- Ensure adequate primary treatment of sanitation effluents and installing septic tanks away from village watering points.

### ***Area Signage***

- Appropriately mark hazardous areas.
- Install warning signs
- Ensure that signage is in accordance with international standards and is well known to, and easily understood by workers, visitors and the general public as appropriate.
- Demarcate work sites with safety tape, fencing or barricades, as appropriate, to prevent unauthorized access to the construction sites
- Safeguard public safety by covering holes and by installing guardrails along temporary pathways.

## **Health and Safety**

Contractors will collaborate with other contractors in applying health and safety requirements, when workers from more than one contractor are working together in one location, without prejudice to the responsibility of each party for the health and safety of its own workers.

### ***Severe Weather and Facility Shutdown***

- Design and build work place structures to withstand the expected elements for the region and designate an area designated for safe refuge, if appropriate.
- Develop Standard Operating Procedures (SOPs) for project or process shut-down, including an evacuation plan.

### ***Lavatories and Showers***

- Provide adequate lavatory facilities (toilets and washing areas) for the number of people expected to work at the construction sites, and make allowances for segregated facilities, or for indicating whether the toilet facility is “In Use” or “Vacant”.
- Provide toilet facilities with adequate supplies of hot and cold running water, soap, and hand drying devices.
- Where workers may be exposed to substances poisonous by ingestion and skin contamination may occur, provide facilities for showering and changing into and out of street and work clothes.

### ***Potable Water Supply***

- Provide adequate supplies of potable drinking water from a fountain with an upward jet or with a sanitary means of collecting the water for the purposes of drinking
- Ensure that water supplied to areas of food preparation or for the purpose of personal hygiene (washing or bathing) meets drinking water quality standards

### ***Clean Eating Area***

- Where there is potential for exposure to substances poisonous by ingestion, make suitable arrangements to provide clean eating areas where workers are not exposed to the hazardous or

noxious substances

### ***Personal Protective Equipment (PPE)***

- Identify and provide at no cost appropriate PPE to workers, the workers of subcontractors, as well as to visitors, which gives adequate protection without incurring unnecessary inconvenience to the individual
- Ensure that the use of PPE is compulsory.
- Provide sufficient training in the use, storage and maintenance of PPE to its workers and workers of its subcontractors.
- Properly maintain PPE, including cleaning when dirty and replacement when damaged or worn out;
- Determine requirements for standard and/or task-specific PPE based on of Job specific Safety Analysis (JSA);
- Consider the use of PPE as a last resort when it comes to hazard control and prevention, and always refer to the hierarchy of hazard controls when planning a safety process.

### ***Noise***

- Institute appropriate measures to reduce the exposure of workers to construction noise, including but not limited to:
- Avoid exposure to a noise level greater than 85 dB(A) for a duration of more than 8 hours per day without hearing protection. In addition, no unprotected ear should be exposed to a peak sound pressure level (instantaneous) of more than 140 dB(C).
- Enforce the use of hearing protection should be enforced actively when the equivalent sound level over 8 hours reaches 85 dB(A), the peak sound levels reach 140 dB(C), or the average maximum sound level reaches 110 dB(A).
- Provide hearing protective devices capable of reducing sound levels at the ear to at most 85 dB(A).
- Reduce the “allowed” exposure period or duration by 50 percent for every 3 dB(A) increase in excess of 85 dB(A).
- Perform periodic medical hearing checks on workers exposed to high noise levels.
- Rotate staff to limit individual exposure to high levels.
- Install practical acoustical attenuation on construction equipment, such as mufflers.
  - Use silenced air compressors and power generators
  - Keep all machinery in good condition
  - Install exhaust silencing equipment on bulldozers, compactors, crane, dump trucks, excavators, graders, loaders, scrapers and shovels.
- Post signs in all area where the sound pressure level exceeds 85 dB(A).
- Shut down equipment when not directly in use
- Provide advance notice to occupants if an activity involving high level impact noise is in close proximity to buildings.

### ***First Aid and Accidents***

- Ensure that qualified first-aid by qualified personnel is always available. Appropriately equipped first-aid stations should be easily accessible throughout the place of work.
- Provide workers with rescue and first-aid duties with dedicated training so as not to inadvertently aggravate exposures and health hazards to themselves or their co- workers. Training would include the risks of becoming infected with blood–borne pathogens through contact with bodily fluids and tissue.

- Provide eye-wash stations and/or emergency showers close to all workstations where immediate flushing with water is the recommended first-aid response.
- Provide dedicated and appropriately equipped first-aid room(s) where the scale of work or the type of activity being carried out so requires.
- Equip first aid stations and rooms with gloves, gowns, and masks for protection against direct contact with blood and other body fluids.
- Make widely available written emergency procedures for dealing with cases of trauma or serious illness, including procedures for transferring patient care to an appropriate medical facility.
- Immediately report all accidental occurrences with serious accident potential such as major equipment failures, contact with high-voltage lines, exposure to hazardous materials, slides, or cave-ins to the Implementing Agency.
- Immediately investigate any serious or fatal injury or disease caused by the progress of work by the Contractor, and submit a comprehensive report to the Implementing Agency.

### *Communicable Diseases*

Sexually-transmitted diseases (STDs), such as HIV/AIDS, are the communicable diseases of most concern because of labour mobility. Recognizing that no single measure is likely to be effective in the long term, the Contractor shall implement a combination of behavioural and environmental modifications to mitigate communicable diseases:

- Conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all construction site staff (including all the Contractor's employees, all subcontractors of any tier, consultants' employees working on the site, and truck drivers and crew making deliveries to the site for Works and Services executed under the Contract, concerning the risks, dangers and impact, and appropriate avoidance behaviour of communicable diseases.
- Ensure ready access to medical treatment through referral services, confidentiality and appropriate care.
- Promote collaboration with local authorities to enhance access of workers families and the community to public health services and ensure the immunization of workers against common and locally prevalent diseases.
- Provide basic education on the conditions that allow the spread of other diseases such as COVID-19 and Cholera. The training should cover sanitary hygiene education.
- Prevent illness in immediate local communities by:
  - o Implementing an information strategy to reinforce person-to-person counselling addressing systemic factors that can influence individual behaviour as well as promoting individual protection, and protecting others from infection, by encouraging condom use
  - o Training health workers in disease treatment
  - o Conducting immunization programs for workers in local communities to improve health and guard against infection
  - o Providing health services
  - o Contracting an HIV service provider to be available on-site

### *COVID-19<sup>45</sup>*

In the context of the COVID-19 pandemic, Contractors shall develop and implement measures to prevent

---

<sup>45</sup> Based on the World Bank COVID-19 LMP Template, April 16, 2020

or minimize an outbreak of COVID-19, and develop procedures indicating what should be done if a worker gets sick. The measures shall include:

- Assessing the characteristics of the workforce, including those with underlying health issues or who may be otherwise at risk
- Confirming that workers are fit for work, including temperature testing and refusing entry to sick workers
- Considering ways to minimize entry/exit to site or the workplace, and limiting contact between workers and the community/general public
- Training workers on hygiene and other preventative measures, and implementing a communication strategy for regular updates on COVID-19 related issues and the status of affected workers
- Treating workers who are or should be self-isolating and/or are displaying symptoms
- Assessing risks to continuity of supplies of medicine, water, fuel, food and PPE, taking into account international, national and local supply chains
- Reducing, storing and disposing of medical waste
- Adjusting work practices, to reduce the number of workers and increase social distancing
- Expanding health facilities on-site compared to usual levels, developing relationships with local health care facilities and organize for the treatment of sick workers
- Building worker accommodations further apart, or having one worker accommodation in a more isolated area, which may be easily converted to quarantine and treatment facilities, if needed
- Establishing a procedure to follow if a worker becomes sick (following WHO guidelines)
- Implementing a communication strategy with the community, community leaders and local government in relation to COVID-19 issues on the site.

### ***Vector-Borne Diseases***

Reducing the impact of vector-borne disease on the long-term health of workers is best accomplished by implementing diverse interventions aimed at eliminating the factors that lead to disease. The Contractor, in close collaboration with community health authorities, shall implement an integrated control strategy for mosquito and other arthropod-borne diseases that includes the following measures:

- Collaborate and exchange in-kind services with other control programs in the project area to maximize beneficial effects
- Educate project personnel and area residents on risks, prevention, and available treatment
- Monitor communities during high-risk seasons to detect and treat cases
- Distribute appropriate education materials
- Follow safety guidelines for the storage, transport, and distribution of pesticides to minimize the potential for misuse, spills, and accidental human exposure

### **Road safety and Traffic Safety**

The Contractor shall ensure traffic safety by all project personnel during displacement to and from the workplace, and during the operation of project equipment on private or public roads. The Contractor shall adopt best transport safety practices across all aspects of project operations with the goal of preventing traffic accidents and minimizing injuries suffered by project personnel and the public, including:

- Emphasize safety aspects among drivers
- Improve driving skills and requiring licensing of drivers
- Institute defensive driving training for all drivers prior to starting their job
- Adopt limits for trip duration and arranging driver rosters to avoid overtiredness

- Avoid dangerous routes and times of day to reduce the risk of accidents
- Use speed control devices (governors) on trucks, and remote monitoring of driver actions
- Require that drivers and co-passengers wear seatbelts, and duly sanction defaulters.
- Regularly maintain vehicles and use manufacturer approved parts to minimize potentially serious accidents caused by equipment malfunction or premature failure.

Where the project may contribute to significant changes in traffic along existing roads the Contractor shall:

- Commence activities that affect public motorways and highways, only after all traffic safety measures necessitated by the activities are fully operational.
- Arrange diversions for providing alternative routes for transport and/or pedestrians
- Minimize pedestrian interaction with construction vehicles, particularly at crossing points to schools, markets, and any animal crossing points of significance, through appropriate signage, engineered footpaths or traffic slowing devices.
- Organize meaningful road accident awareness events at all roadside schools and communities within 150 meters of the road centreline, covering safe road crossing, road accident hazards from weather conditions and vehicle roadworthiness, overloading and driver alertness, dangers posed by parked and broken-down vehicles, etc.
- Collaborate with local communities and responsible authorities to improve signage, visibility and overall safety of roads, particularly along stretches located near schools or other locations where children may be present.
- Collaborate with local communities on education about traffic and pedestrian safety (e.g., school education campaigns).
- Coordinate with emergency responders to ensure that appropriate first aid is provided to all affected persons in the event of accidents.
- Use locally sourced materials, whenever possible, to minimize transport distances, and locate associated facilities such as worker camps close to project sites.
- Employ safe traffic control measures, including road signs, traffic cones, removable barriers, and flag persons to warn of dangerous conditions.

## Emergencies

The Contractor will establish and maintain an emergency preparedness and response system, in collaboration with appropriate and relevant third parties including to cover: (i) the contingencies that could affect personnel and facilities of the project to be financed; (ii) the need to protect the health and safety of project workers; (iii) the need to protect the health and safety of the Affected Communities. The emergency preparedness and response system shall include:

- Identification of the emergency scenarios
- Specific emergency response procedures
- Training of emergency response teams
- Emergency contacts and communication systems/protocols (including communication with Affected Communities when necessary)
- Procedures for interaction with government authorities (emergency, health, environmental authorities)
- Permanently stationed emergency equipment and facilities (e.g., first aid stations, firefighting equipment, spill response equipment, personal protection equipment for the emergency response teams)
- Protocols for the use of the emergency equipment and facilities
- Clear identification of evacuation routes and muster points

- Emergency drills and their periodicity based on assigned emergency levels or tiers
- Decontamination procedures and means to proceed with urgent remedial measures to contain, limit and reduce pollution within the physical boundaries of the project property and assets to the extent possible.

## Stakeholder Engagement

The Contractor will be required to undertake a process of stakeholder engagement with representative persons and communities directly affected by the activities it undertakes, including if necessary, the public disclosure of its C-ESMP. The Contractor shall also maintain throughout the Project good relations with local communities and will give these communities prior notice of plans and schedules as they might affect local people.

The stakeholder engagement process will also be applicable in the event of land acquisition associated with changes in the footprint of activities.

## Labour Force Management

### *Labour Influx*

- Avoid contamination of fresh water sources
- Ensure that children and minors are not employed directly or indirectly on the project, and keep registration and proof of age for all employees on-site.
- Pay adequate salaries for workers to reduce incentive for theft
- Pay salaries into workers' bank accounts rather than in cash
- Get an appropriate mix of locally and non- locally procured goods to allow local project benefits while reducing risk of crowding out of and price hikes for local consumers
- Hire workers through recruitment offices, and avoid hiring "at the gate" to discourage spontaneous influx of job seekers
- Identify authorized water supply source and prohibiting use from other community sources;
- Employ locals to the extent possible;
- Develop and adopt a Gender Action Plan to promote the transfer of construction skills to local women, to facilitate their employment at the Project site, including training and recruitment targets.

### *Labour Conditions*

- Implement the measures and commitments defined in the Labor Management Procedures.
- Provide all workers with terms and conditions that comply with Yemeni Labour Legislation, most particularly Decree 5/1995) and applicable International Labour Organization conventions on workplace conditions.
- Put in place workplace processes for project workers to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health. Project workers who remove themselves from such situations will not be required to return to work until necessary remedial action to correct the situation has been taken. Project workers will not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal.
- Avoid all forms of forced or compulsory labour, i.e., all work or service which is exacted from any person under the threat of a penalty and for which the person has not offered himself or herself

voluntarily.

### ***Insurance***

- Protect the health of workers involved in onsite activities, as indicated in Chapter X of Yemen's Labour Code
- Compensate any employee for death or injury

### ***Grievance Mechanism for Workers***

The Contractor will put in place a Grievance Mechanism for its workers and the workers of its subcontractors that is proportionate to its workforce. The GM shall be distinct from the Project level Grievance Mechanism for affected individuals and communities, and shall adhere to the following principles:

- *Provision of information.* All workers should be informed about the grievance mechanism at the time they are hired, and details about how it operates should be easily available, for example, included in worker documentation or on notice boards.
- *Transparency of the process.* Workers must know to whom they can turn in the event of a grievance and the support and sources of advice that are available to them. All line and senior managers must be familiar with their organization's grievance procedure.
- *Keeping it up to date.* The process should be regularly reviewed and kept up to date, for example, by referencing any new statutory guidelines, changes in contracts or representation.
- *Confidentiality.* The process should ensure that a complaint is dealt with confidentially. While procedures may specify that complaints should first be made to the workers' line manager, there should also be the option of raising a grievance first with an alternative manager, for example, a human resource (personnel) manager.
- *Non-retribution.* Procedures should guarantee that any worker raising a complaint will not be subject to any reprisal.
- *Reasonable timescales.* Procedures should allow for time to investigate grievances fully, but should aim for swift resolutions. The longer a grievance is allowed to continue, the harder it can be for both sides to get back to normal afterwards. Time limits should be set for each stage of the process, for example, a maximum time between a grievance being raised and the setting up of a meeting to investigate it.
- *Right of appeal.* A worker should have the right to appeal to the World Bank or national courts if he or she is not happy with the initial finding.
- *Right to be accompanied.* In any meetings or hearings, the worker should have the right to be accompanied by a colleague, friend or union representative.
- *Keeping records.* Written records should be kept at all stages. The initial complaint should be in writing if possible, along with the response, notes of any meetings and the findings and the reasons for the findings. Any records on SEA shall be registered separately and under the strictest confidentiality.
- *Relationship with collective agreements.* Grievance procedures should be consistent with any collective agreements.
- *Relationship with regulation.* Grievance processes should be compliant with the national employment code.

### ***Protection from Sexual Exploitation and Abuse***

- Provide repeated training and awareness raising to the workforce about refraining from unacceptable conduct toward local community members, specifically women

- Inform workers about national laws that make sexual harassment and gender-based violence a punishable offence which is prosecuted
- Prohibit its employees from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
- Develop a system to capture gender-based violence, sexual exploitation and workplace sexual harassment related complaints/issues.
- Adopt a policy to cooperate with law enforcement agencies in investigating complaints about gender-based violence.

### ***Protection from Child Labour***

- Verify that workers are older than 18 when hiring
- Exclude all persons under the age of 18.
- Review and retain copies of verifiable documentation concerning the age of workers

### ***Code of Conduct***

Contractors shall ensure that all employees, including those of subcontractors, are informed about and sign the following Code of Conduct:

#### **CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL**

We the Contractor [enter name of Contractor] have signed a contract with [enter name of Implementing Agency] for [enter description of the activities]. These activities will be carried out at [enter the Site and other locations where the activities will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the activities, including the risks of sexual exploitation and assault and gender-based violence.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the activities. It applies to all our staff, including laborers and other employees at the at all the places where the activities are being carried out. It also applies to the personnel of every subcontractor and any other personnel assisting us in the execution of the activities. All such persons are referred to as "Contractor's Personnel" and are subject to this Code of Conduct.

***This Code of Conduct identifies the behaviour that we require from all Contractor's Personnel.***

Our workplace is an environment where unsafe, offensive, abusive or violent behaviour will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

#### **Required Conduct**

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
4. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
5. wearing required personal protective equipment;
6. using appropriate measures relating to chemical, physical and biological substances and agents; and

7. following applicable emergency operating procedures.
8. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
9. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
10. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favours, and other unwanted verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
11. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed projects, sexual exploitation occurs when access to or benefit from Bank financed Goods, Works, Consulting or Non-consulting services is used to extract sexual gain;
12. not engage in Sexual Assault, which means sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of "rape", especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration.
13. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
14. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Assault (SEA);
15. report violations of this Code of Conduct; and
16. Not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the Grievance mechanism for Contractor's Personnel or the project's Grievance Mechanism.

### **Raising Concerns**

If any person observes behaviour that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contacting the Individual designated by the Contractor [enter name of Contact]
2. In writing at this address [ ]
3. By telephone at [ ]
4. In person at [ ]
5. Calling [ ] to reach the Contractor's hotline and leave a message (if available)

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behaviour prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

### **Consequences of Violating the Code of Conduct**

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

### For Contractor's Personnel

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [enter name of Contractor's contact person with relevant experience in handling gender-based violence] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Contractor:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Contractor's personnel (including sub-contractors and day workers), Implementing Agency and Project Manager's Personnel, and affected persons.]

## Contractor Environmental and Social Reporting

Contractors shall monitor, keep records and report on the following environmental and social issues:

- *Safety*: hours worked, lost time injury (LTI), lost workdays, recordable incidents and corresponding Root Cause Analysis (lost time incidents, medical treatment cases), first aid cases, high potential near misses, and remedial and preventive activities required (for example, revised job safety analysis, new or different equipment, skills training, and so forth).
- *Environmental incidents and near misses*: environmental incidents and high potential near misses and how they have been addressed, what is outstanding, and lessons learned.
- *Major works*: those undertaken and completed, progress against project schedule, and key work fronts (work areas).
- *ESHS requirements*: noncompliance incidents with permits and national law (legal noncompliance), project commitments, or other ESHS requirements.
- *ESHS inspections and audits*: by the Implementing Agencies, or others—to include date, inspector or auditor name, sites visited and records reviewed, major findings, and actions taken.
- *Workers*: list of workers at each site, confirmation of ESHS training, indication of origin (expatriate, local, nonlocal nationals), gender, age with evidence that no child labour is involved, and skill level (unskilled, skilled, supervisory, professional, management).
- *Training on ESHS issues*: including dates, number of trainees, and topics.
- *Footprint management*: details of any work outside boundaries or major off-site impacts caused by ongoing construction—to include date, location, impacts, and actions taken.
- *External stakeholder engagement*: highlights, including formal and informal meetings, and information disclosure and dissemination—to include a breakdown of women and men consulted and themes coming from various stakeholder groups, including vulnerable groups (e.g., disabled, elderly, children, etc.).
- *Details of any security risks*: details of risks the Project Implementing Agencies may be exposed to while performing its work—the threats may come from third parties external to the project.
- *Worker grievances*: details including occurrence date, grievance, and date submitted; actions taken and dates; resolution (if any) and date; and follow-up yet to be taken—grievances listed should include those received since the preceding report and those that were unresolved at the time of that report.
- *External stakeholder grievances*: grievance and date submitted, action(s) taken and date(s), resolution (if any) and date, and follow-up yet to be taken—grievances listed should include those received since the preceding report and those that were unresolved at the time of that report.

Grievance data should be gender-disaggregated.

- Major changes to Contractors environmental and social practices.
- *Deficiency and performance management*: actions taken in response to previous notices of deficiency or observations regarding ESHS performance and/or plans for actions to be taken should continue to be reported to the implementing partner until it determines the issue is resolved satisfactorily.

## Annex 3. Template for Subproject Screening

### Screening Form for Potential Environmental and Social Issues

The Implementing Agencies will use this form to screen for the potential environmental and social risks and impacts of a proposed subproject. The form will allow the Implementing Agencies to: (i) identify the relevant Environmental and Social Standards (ESS); (ii) establishment an appropriate Environmental and Social risk for the subproject, and; (iii) specify the type of environmental and social assessment required, including specific instruments/plans.

*The Screening Form is not a substitute for subproject-specific environmental and social assessments or specific mitigation plans.*

<b>Subproject name</b>	
<b>Subproject location</b>	
<b>Implementing Partner (if any)</b>	
<b>Estimated Investment</b>	
<b>Was the site visited beforehand &amp; date of the visit</b>	
<b>Estimated Start/Completion Date</b>	
<b>Observations/Comments</b>	
<b>Signature of Environmental and Social Focal Point</b>	
<b>Signature of Program Manager</b>	

Question	Answer		Relevant ESS	Extent of required measures
	Yes	no		
Does the subproject involve civil works including new construction, expansion, upgrading or rehabilitation of existing infrastructure?			ESS1	ESIA/ESMP, SEP
Does the subproject involve land acquisition and/or restrictions on land use?			ESS5	Resettlement Plan, SEP
Is the subproject associated with any external waste management facilities such as a sanitary landfill, incinerator, or wastewater treatment plant?			ESS3	ESIA/ESMP, SEP
Does the subproject have an adequate system in place (capacity, processes and management) to address waste?			ESS1, ESS3	ESMP

Does the subproject involve the recruitment of workers including direct, contracted, primary supply, and/or community workers?			ESS2	LMP, SEP
Does the subproject have appropriate OHS procedures in place, and an adequate supply of PPE (where necessary)?			ESS2	LMP
Does the subproject have a GM in place, to which all workers have access, designed to respond quickly and effectively?			ESS10	SEP
Does the subproject involve use of security or military personnel during construction and/or operation of schools and related activities?			ESS4	ESIA/ESMP, SEP
Is the subproject located within or in the vicinity of any ecologically sensitive areas?			ESS6	ESIA/ESMP, SEP
Is the subproject located within or in the vicinity of any known cultural heritage sites?			ESS8	ESIA/ESMP, SEP
Does the project area present considerable Gender-Based Violence (GBV) and Sexual Exploitation and Abuse (SEA) risk?			ESS1	ESIA/ESMP, SEP

### *Conclusions of the screening:*

1. **Indicate the proposed environmental and social risk ratings<sup>46</sup> (High, Substantial, Moderate or Low), and provide justifications.**
2. **Indicate the proposed environmental and social risk management instruments that must be prepared and how they will be implemented (responsibilities, resources, timeline).**

---

<sup>46</sup> **High Risk** subprojects are likely to generate a wide range of significant adverse risks and impacts on human populations or the environment, because of the complex nature of the Project, their large to very large scale, or the sensitivity of the subproject locations. Impacts are likely to be long term, permanent, irreversible, and impossible to avoid entirely due to the nature of the Project

**Substantial Risk** subprojects are likely to generate some significant adverse risks and impacts on human populations or the environment, because of their large to medium scale. They are not located in a highly sensitive area. Impacts are likely to be mostly temporary, predictable and reversible.

**Moderate Risk** subprojects have adverse risks and impacts on human populations and/or the environment that are not likely to be significant, because the subproject is not complex or large, do not involve activities that have a high potential for harming people or the environment, and are located away from environmentally or socially sensitive areas.

**Low Risk** subprojects have potential adverse risks to and impacts on human populations or the environment that are likely to be minimal or negligible. These subprojects do not require further ES assessment following the initial screening.

## Annex 4. Indicative Outline of Subproject ESIA

Where an environmental and social impact assessment (ESIA) must be prepared as part of the environmental and social assessment of a subproject, it will include the following:

### *Executive Summary*

- Concisely discusses significant findings and recommended actions.

### *Legal and Institutional Framework*

- Analyses the legal and institutional framework for the project, within which the environmental and social assessment is carried out, taking 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; (b) applicable requirements under the ESSs; and (c) the EHSGs, and other relevant GIIP.
- Compares the Borrower's existing environmental and social framework and the ESSs and identifies the gaps between them.
- Identifies and assesses the environmental and social requirements of any co-financiers.

### *Subproject Description*

- Concisely describes the proposed subproject and its geographic, environmental, social, and temporal context, including any offsite investments that may be required (e.g., dedicated pipelines, access roads, power supply, water supply, housing, and raw material and product storage facilities), as well as the project's primary suppliers.
- Through consideration of the details of the project, indicates the need for any plan to meet the requirements of ESS1 through 10.
- Includes a map of sufficient detail, showing the project site and the area that may be affected by the project's direct, indirect, and cumulative impacts.

### *Baseline Data*

- Sets out in detail the baseline data that is relevant to decisions about project location, design, operation, or mitigation measures. This should include a discussion of the accuracy, reliability, and sources of the data as well as information about dates surrounding project identification, planning and implementation.
- Identifies and estimates the extent and quality of available data, key data gaps, and uncertainties associated with predictions.
- Based on current information, assesses the scope of the area to be studied and describes relevant physical, biological, and socioeconomic conditions, including any changes anticipated before the project commences.
- Takes into account current and proposed development activities within the project area but not directly connected to the project.

### *Environmental and Social Risks and Impacts*

- Takes into account all relevant environmental and social risks and impacts of the project. This will include the environmental and social risks and impacts specifically identified in ESS2–8, and any other environmental and social risks and impacts arising as a consequence of the specific nature and context of the project, including the risks and impacts identified in ESS1, paragraph 28.

***Mitigation Measures***

- Identifies mitigation measures and significant residual negative impacts that cannot be mitigated and, to the extent possible, assesses the acceptability of those residual negative impacts.
- Identifies differentiated measures so that adverse impacts do not fall disproportionately on the disadvantaged or vulnerable.
- Assesses the feasibility of mitigating the environmental and social impacts; the capital and recurrent costs of proposed mitigation measures, and their suitability under local conditions; and the institutional, training, and monitoring requirements for the proposed mitigation measures.
- Specifies issues that do not require further attention, providing the basis for this determination.

***Analysis of Alternatives***

- Systematically compares feasible alternatives to the proposed project site, technology, design, and operation—including the “without project” situation—in terms of their potential environmental and social impacts.
- Assesses the alternatives’ feasibility of mitigating the environmental and social impacts; the capital and recurrent costs of alternative mitigation measures, and their suitability under local conditions; and the institutional, training, and monitoring requirements for the alternative mitigation measures.
- For each of the alternatives, quantifies the environmental and social impacts to the extent possible, and attaches economic values where feasible.

***Design Measures***

- Sets out the basis for selecting the particular project design proposed and specifies the applicable EHSs or if the EHSs are determined to be inapplicable, justifies recommended emission levels and approaches to pollution prevention and abatement that are consistent with GIIP.

***Key Measures and Actions for the Environmental and Social Commitment Plan (ESCP)***

- Summarizes key measures and actions and the timeframe required for the project to meet the requirements of the ESSs. This will be used in developing the Environmental and Social Commitment Plan (ESCP).

***Appendices***

- List of the individuals or organizations that prepared or contributed to the environmental and social assessment.
- References—setting out the written materials both published and unpublished, that have been used.
- Record of meetings, consultations and surveys with stakeholders, including those with affected people and other interested parties. The record specifies the means of such stakeholder engagement that were used to obtain the views of affected people and other interested parties.
- Tables presenting the relevant data referred to or summarized in the main text.
- List of associated reports or plans.

## Annex 5. Indicative Outline of a Subproject ESMP

An ESMP consists of the set of mitigation, monitoring, and institutional measures to be taken during implementation and operation of a subproject to eliminate adverse environmental and social risks and impacts, offset them, or reduce them to acceptable levels. The ESMP also includes the measures and actions needed to implement these measures. The Implementing Agencies will: (a) identify the set of responses to potentially adverse impacts; (b) determine requirements for ensuring that those responses are made effectively and in a timely manner; and (c) describe the means for meeting those requirements.

The content of the ESMP will include the following:

### *Mitigation*

- The ESMP identifies measures and actions in accordance with the mitigation hierarchy that reduce potentially adverse environmental and social impacts to acceptable levels.
- The plan will include compensatory measures, if applicable. Specifically, the ESMP:
  - identifies and summarizes all anticipated adverse environmental and social impacts (including those involving indigenous people or involuntary resettlement);
  - describes - with technical details – each mitigation measure, including the type of impact to which it relates and the conditions under which it is required (e.g., continuously or in the event of contingencies), together with designs, equipment descriptions, and operating procedures, as appropriate;
  - estimates any potential environmental and social impacts of these measures;
  - takes into account, and is consistent with, other mitigation plans required for the project (e.g., for involuntary resettlement, indigenous peoples, or cultural heritage).

### *Monitoring*

- The ESMP identifies monitoring objectives and specifies the type of monitoring, with linkages to the impacts assessed in the environmental and social assessment and the mitigation measures described in the ESMP. Specifically, the monitoring section of the ESMP provides (a) a specific description, and technical details, of monitoring measures, including the parameters to be measured, methods to be used, sampling locations, frequency of measurements, detection limits (where appropriate), and definition of thresholds that will signal the need for corrective actions; and (b) monitoring and reporting procedures to (i) ensure early detection of conditions that necessitate particular mitigation measures, and (ii) furnish information on the progress and results of mitigation.

### *Capacity Development and Training*

- To support timely and effective implementation of environmental and social project components and mitigation measures, the ESMP draws on the environmental and social assessment of the existence, role, and capability of responsible parties on site or at the agency and ministry level.
- Specifically, the ESMP provides a specific description of institutional arrangements, identifying which party is responsible for carrying out the mitigation and monitoring measures (e.g., for operation, supervision, enforcement, monitoring of implementation, remedial action, financing, reporting, and staff training).
- To strengthen environmental and social management capability in the agencies responsible for implementation, the ESMP recommends the establishment or expansion of the parties responsible, the training of staff and any additional measures that may be necessary to support implementation of mitigation measures and any other recommendations of the environmental and social assessment.

***Implementation Schedule and Cost Estimates***

1. For all three aspects (mitigation, monitoring, and capacity development), the ESMP provides (a) an implementation schedule for measures that must be carried out as part of the project, showing phasing and coordination with overall project implementation plans; and (b) the capital and recurrent cost estimates and sources of funds for implementing the ESMP. These figures are also integrated into the total project cost tables.

***Integration of ESMP with Project***

- The Borrower's decision to proceed with a project, and the Bank's decision to support it, are predicated in part on the expectation that the ESMP (either stand alone or as incorporated into the ESCP) will be executed effectively. Consequently, each of the measures and actions to be implemented will be clearly specified, including the individual mitigation and monitoring measures and actions and the institutional responsibilities relating to each, and the costs of so doing will be integrated into the project's overall planning, design, budget, and implementation.

## Annex 6. Map of Women Protection Services in Yemen (September 2020)<sup>47</sup>

Source: Women Protection Sub-Cluster (UNFPA, Yemen)

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
Intersos	Case management	As Shamyteen	Taiz	770656893	Ongoing	Yes	
Intersos	psychological support	As Shamyteen	Taiz	770656893	Ongoing	Yes	
Intersos	Legal	As Shamyteen	Taiz	770656893	Ongoing	Yes	
Intersos	Cash Assistance	As Shamyteen	Taiz	770656893	Ongoing	Yes	
Intersos	Case management	Al Ma'afar	Taiz	770656893	Ongoing	Yes	
Intersos	Phycological support	Al Ma'afar	Taiz	770656893	Ongoing	Yes	
Intersos	Legal	Al Ma'afar	Taiz	770656893	Ongoing	Yes	
Intersos	Cash Assistance	Al Ma'afar	Taiz	770656893	Ongoing	Yes	
Intersos	Case management	Al Buriqa	Aden	777933851	Ongoing	Yes	
Intersos	Phycological support	Al Buriqa	Aden	777933851	Ongoing	Yes	
Intersos	Legal	Al Buriqa	Aden	777933851	Ongoing	Yes	
Intersos	Cash Assistance	Al Buriqa	Aden	777933851	Ongoing	Yes	
Intersos	Case management	Dar Saad	Aden	777055501	Ongoing	Yes	
Intersos	psychological support	Dar Saad	Aden	777055501	Ongoing	Yes	

<sup>47</sup> All facilities/services have put in place precautionary COVID-19 services

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
Intersos	Legal	Dar Saad	Aden	777055501	Ongoing	Yes	
Intersos	Cash Assistance	Dar Saad	Aden	777055501	Ongoing	Yes	
Intersos	Case management	Al Madaribah	Lahj	736925386	Ongoing	Yes	
Intersos	psychological support	Al Madaribah	Lahj	736925386	Ongoing	Yes	
Intersos	Legal	Al Madaribah	Lahj	736925386	Ongoing	Yes	
Intersos	Cash Assistance	Al Madaribah	Lahj	736925386	Ongoing	Yes	
Intersos	Case management	Dar Saad	Aden	775845925	Ongoing	Yes	
Intersos	Legal	Dar Saad	Aden	775845925	Ongoing	Yes	
Intersos	Cash Assistance	Dar Saad	Aden	775845925	Ongoing	Yes	
Intersos	Case management	Al Buriqa	Aden	775845925	Ongoing	Yes	
Intersos	Legal	Al Buriqa	Aden	775845925	Ongoing	Yes	
Intersos	Cash Assistance	Al Buriqa	Aden	775845925	Ongoing	Yes	
Intersos	Case management	Tuban	Lahj	775845925	Ongoing	Yes	
Intersos	Legal	Tuban	Lahj	775845925	Ongoing	Yes	
Intersos	Cash Assistance	Tuban	Lahj	775845925	Ongoing	Yes	
Intersos	Case management	Al Qabbayta	Lahj	775845925	Ongoing	Yes	
Intersos	Legal	Al Qabbayta	Lahj	775845925	Ongoing	Yes	
Intersos	Cash Assistance	Al Qabbayta	Lahj	775845925	Ongoing	Yes	
Intersos	Case management	Al Maqatirah	Lahj	775845925	Ongoing	Yes	
Intersos	Legal	Al Maqatirah	Lahj	775845925	Ongoing	Yes	

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
Intersos	Cash Assistance	Al Maqatirah	Lahj	775845925	Ongoing	Yes	
Intersos	Case management	As Shamyteen	Taiz	714703872	Ongoing	Yes	
Intersos	Legal	As Shamyteen	Taiz	714703872	Ongoing	Yes	
Intersos	Cash Assistance	As Shamyteen	Taiz	714703872	Ongoing	Yes	
Intersos	Case management	Dar Saad Basateen	- Aden	775845208	Ongoing	Yes	Refugee response
Intersos	psychological support	Dar Saad Basateen	- Aden	775845208	Ongoing	Yes	Refugee response
Intersos	Legal	Dar Saad Basateen	- Aden	775845208	Ongoing	Yes	Refugee response
Intersos	Cash Assistance	Dar Saad Basateen	- Aden	775845208	Ongoing	Yes	Refugee response
Intersos	Case management	Al Madaribah - Kharaz	Lahj	775845208	Ongoing	Yes	Refugee response
Intersos	psychological support	Al Madaribah - Kharaz	Lahj	775845208	Ongoing	Yes	Refugee response
Intersos	Legal	Al Madaribah - Kharaz	Lahj	775845208	Ongoing	Yes	Refugee response
Intersos	Cash Assistance	Al Madaribah - Kharaz	Lahj	775845208	Ongoing	Yes	Refugee response
Intersos	Case management	As Sabain	Amanat Al Asimah	715555006	Ongoing	Yes	Refugee response
Intersos	psychological support	As Sabain	Amanat Al Asimah	715555006	Ongoing	Yes	Refugee response
Intersos	Legal	As Sabain	Amanat Al Asimah	715555006	Ongoing	Yes	Refugee response
Intersos	Cash Assistance	As Sabain	Amanat Al Asimah	715555006	Ongoing	Yes	Refugee response
AOBWC	Cash Assistance	Al Wahdah	Amant Al Asimah	Amal Khwlani phone:	Al Ongoing	Yes	For Blind Women and girls only

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
				(771902059), Email:(Amal.al khwani@ala man.org)			
AOBWC	Cash Assistance	As Sabain	Amant Al Asimah	Amal Al Khwani phone: (771902059), Email:(Amal.al khwani@ala man.org)	Ongoing	Yes	For Blind Women and girls only
AOBWC	Cash Assistance	Assafi'yah	Amant Al Asimah	Amal Al Khwani phone: (771902059), Email:(Amal.al khwani@ala man.org)	Ongoing	Yes	For Blind Women and girls only
AOBWC	Cash Assistance	At Tahrir	Amant Al Asimah	Amal Al Khwani phone: (771902059), Email:(Amal.al khwani@ala man.org)	Ongoing	Yes	For Blind Women and girls only
AOBWC	Cash Assistance	Ath'thaorah	Amant Al Asimah	Amal Al Khwani phone: (771902059), Email:(Amal.al khwani@ala man.org)	Ongoing	Yes	For Blind Women and girls only
AOBWC	Cash Assistance	Az'zal	Amant Al Asimah	Amal Al Khwani phone: (771902059),	Ongoing	Yes	For Blind Women and girls only

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
				Email:(Amal.al khwlani@alaman.org)			
AOBWC	Cash Assistance	Bani Al Harith	Amant Al Asimah	Amal Al Khwlani phone: (771902059), Email:(Amal.al khwlani@alaman.org)	Ongoing	Yes	For Blind Women and girls only
AOBWC	Cash Assistance	Shu'aub	Amant Al Asimah	Amal Al Khwlani phone: (771902059), Email:(Amal.al khwlani@alaman.org)	Ongoing	Yes	For Blind Women and girls only
AOBWC	Cash Assistance	Ma'ain	Amant Al Asimah	Amal Al Khwlani phone: (771902059), Email:(Amal.al khwlani@alaman.org)	Ongoing	Yes	For Blind Women and girls only
AOBWC	Cash Assistance	Old City	Amant Al Asimah	Amal Al Khwlani phone: (771902059), Email:(Amal.al khwlani@alaman.org)	Ongoing	Yes	For Blind Women and girls only
Raymah Foundation	Case management	الجيبين / Al Jabin	Sanaa	01686540-737373583	Ongoing	Yes	External referrals
CSSW	Cash Assistance	Al Ghaydah	Al Maharah	774543774	Ongoing	Yes	

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
CSSW	psychological support	Al Ghaydah	Al Maharah	774543774	Ongoing	Yes	
CSSW	Case management	Al Ghaydah	Al Maharah	774543774	Ongoing	Yes	
CSSW	Livelihood	Al Ghaydah	Al Maharah	774543774	Ongoing	Yes	
CSSW	Legal	Al Ghaydah	Al Maharah	774543774	Ongoing	Yes	
CSSW	Cash Assistance	Hays	Al Hudaydah	775278086	Ongoing	Yes	
CSSW	psychological support	Hays	Al Hudaydah	775278086	Ongoing	Yes	
CSSW	Case management	Hays	Al Hudaydah	775278086	Ongoing	Yes	
CSSW	Livelihood	Hays	Al Hudaydah	775278086	Ongoing	Yes	
CSSW	Legal	Hays	Al Hudaydah	775278086	Ongoing	Yes	
CSSW	Cash Assistance	Al Khawkhah	Al Hudaydah	772017444	Ongoing	Yes	
CSSW	psychological support	Al Khawkhah	Al Hudaydah	772017444	Ongoing	Yes	
CSSW	Case management	Al Khawkhah	Al Hudaydah	772017444	Ongoing	Yes	
CSSW	Livelihood	Al Khawkhah	Al Hudaydah	772017444	Ongoing	Yes	
CSSW	Legal	Al Khawkhah	Al Hudaydah	772017444	Ongoing	Yes	
Empower	Cash assistance	Alwehdah& Moeen	Sana'a	772222851	Ongoing	Yes	
Empower	Awareness	Alwehdah& Moeen	Sana'a	772222851	Ongoing	Yes	
Empower	Dignity bags	Alwehdah& Moeen	Sana'a	772222851	Ongoing	Yes	
Empower	Food Assistance	Alwehdah& Moeen	Sana'a	772222851	Ongoing	Yes	

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
FDCF	psychological support	Ammanat Al-asima	Sana'a	772835884	Ongoing	Yes	provide free psychological counseling. Toll-Free Help Line (136) working from 11 AM TO 4 PM and 9PM to 1AM Ramadhan Timing and 8AM to 8PM rest of the Year.
FDCF	Case management	Ammanat Al-asima	Sana'a	772835884	Ongoing	Yes	provide free psychological counseling. Toll-Free Help Line (136) working from 11 AM TO 4 PM and 9PM to 1AM Ramadhan Timing and 8AM to 8PM rest of the Year.
FCDF	GBV Medication & Psychotherapy & Sport therapy	Hadah & Dar - saad	Sana,a & Aden	02-307828 or 01-418404 or 136 free	Ongoing	yes	
RI	Case management	Al-Dober	Amran	776051172	Ongoing	Yes	
RI	Case management	Kharef	Amran	776655024	Ongoing	Yes	
RI	PSS	Al-Dober	Amran	776051162	Ongoing	Yes	
RI	PSS	Kharef	Amran	776051194	Ongoing	Yes	
RI	PSS	Manakhah	Sana'a	776051163	Ongoing	Yes	
RI	Reproductive Health	Al haimah Alkharegia	Sana'a	776019603	Ongoing	Yes	Provide Reproductive Health services for women and girls from 15-49 years
RI	Reproductive Health	Kharef, Al qafrah & Harf Sufian	Amran	776019603	Ongoing	Yes	Provide Reproductive Health services for women and girls from 15-49 years
SDF	Cash Assistance	All Districts in Amant ASEMHAH	Amant Al Asemah	739748555	Ongoing	Yes	
SDF	Case management	All Districts in Amant ASEMHAH	Amant Al Asemah	739748555	Ongoing	Yes	
SDF	Livelihood	All Districts in Amant ASEMHAH	Amant Al Asemah	739748555	Ongoing	Yes	
SDF	Legal	All Districts in Amant ASEMHAH	Amant Al Asemah	739748555	Ongoing	Yes	

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
SDF	psychological support	All Districts in Amant ASEMHAH	Amant Al Asemah	739748555	Ongoing	Yes	
SDF	Health	All Districts in Amant ASEMHAH	Amant Al Asemah	739748555	Ongoing	Yes	
SDF	Cash Assistance	All Districts in Amant ASEMHAH and Sana'a Governorate	Amant Al Asemah and Sana'a	776085030	Ongoing	Yes	
SDF	Case management	All Districts in Amant ASEMHAH and Sana'a Governorate	Amant Al Asemah and Sana'a	776085030	Ongoing	Yes	
SDF	Legal	All Districts in Amant ASEMHAH and Sana'a Governorate	Amant Al Asemah and Sana'a	776085030	Ongoing	Yes	
SDF	psychological support	All Districts in Amant ASEMHAH and Sana'a Governorate	Amant Al Asemah and Sana'a	776085030	Ongoing	Yes	
SDF	Cash Assistance	All districts in Dhamar and Al-Baydha	Dhamar and Al-Baydha	777168916	Ongoing	Yes	
SDF	Case management	All districts in Dhamar and Al-Baydha	Dhamar and Al-Baydha	777168916	Ongoing	Yes	
SDF	Legal	All districts in Dhamar and Al-Baydha	Dhamar and Al-Baydha	777168916	Ongoing	Yes	

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
SDF	psychological support	All districts in Dhamar and Al-Baydha	Dhamar and Al-Baydha	777168916	Ongoing	Yes	
DEEM	Cash Assistance	Mawiyah	Taiz	775134213	Ongoing	Yes	
DEEM	Cash Assistance	Shara'b Salam	Taiz	772717233	Ongoing	Yes	
DEEM	Cash Assistance	Al Mukha	Taiz	777362527	Ongoing	Yes	
DEEM	Cash Assistance	Maqbanah	Taiz	775464619	Ongoing	Yes	
DEEM	Cash Assistance	Sabir Mawadim	Taiz	773461172	Ongoing	Yes	
DEEM	Cash Assistance	Al Misrakh	Taiz	777784630	Ongoing	Yes	
DEEM	Cash Assistance	Dimnat Khadir	Taiz	773431296	Ongoing	Yes	
DEEM	Cash Assistance	Hayfan	Taiz	776417612	Ongoing	Yes	
DEEM	Cash Assistance	Salh	Taiz	774212777	Ongoing	Yes	
DEEM	Cash Assistance	At Ta'iziyah	Taiz	770529288-775704614	Ongoing	Yes	
DEEM	Cash Assistance	Al Ma'afer	Taiz	774193745	Ongoing	Yes	
DEEM	Cash Assistance	Al Qabbaytah	Lahj	776225093	Ongoing	Yes	
DEEM	Case management	Mawiyah	Taiz	775134213	Ongoing	Yes	
DEEM	Case management	Shara'b Salam	Taiz	772717233	Ongoing	Yes	
DEEM	Case management	Al Mukha	Taiz	777362527	Ongoing	Yes	
DEEM	Case management	Maqbanah	Taiz	775464619	Ongoing	Yes	
DEEM	Case management	Sabir Mawadim	Taiz	773461172	Ongoing	Yes	

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
DEEM	Case management	Al Misrakh	Taiz	777784630	Ongoing	Yes	
DEEM	Case management	Dimnat Khadir	Taiz	773431296	Ongoing	Yes	
DEEM	Case management	Hayfan	Taiz	776417612	Ongoing	Yes	
DEEM	Case management	Salh	Taiz	774212777	Ongoing	Yes	
DEEM	Case management	At Ta'iziyah	Taiz	770529288-775704614	Ongoing	Yes	
DEEM	Case management	Al Ma'afer	Taiz	774193745	Ongoing	Yes	
DEEM	Case management	Al Qabbaytah	Lahj	776225093	Ongoing	Yes	
DEEM	Livelihood	Shara'b Salam As	Taiz	773874561	Ongoing	Yes	
DEEM	Livelihood	Al Mukha	Taiz	735996694	Ongoing	Yes	
DEEM	Livelihood	Dimnat Khadir	Taiz	774881319	Ongoing	Yes	
DEEM	Livelihood	Al Mudhaffar	Taiz	777732406	Ongoing	Yes	
DEEM	Livelihood	Salh	Taiz	771331227	Ongoing	Yes	
DEEM	Livelihood	At Ta'iziyah	Taiz	771307520	Ongoing	Yes	
DEEM	Livelihood	Al Ma'afer	Taiz	771343806	Ongoing	Yes	
DEEM	Livelihood	At Ta'iziyah	Taiz	777508749	Ongoing	Yes	
DEEM	Livelihood	Al Qabbaytah	Lahj	775693355	Ongoing	Yes	
DEEM	Livelihood	Dhubab	Taiz	771138037	Ongoing	Yes	
DEEM	Livelihood	At Toheta	Hodeida	775103630	Ongoing	Yes	
DEEM	psychological support	Al Mukha	Taiz	772727698	Ongoing	Yes	

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
DEEM	psychological support	Al Mudhaffar	Taiz	777291755	Ongoing	Yes	
DEEM	psychological support	At Ta'iziyah	Taiz	738897953	Ongoing	Yes	
DEEM	psychological support	Dhubab	Taiz	773653992	Ongoing	Yes	
DEEM	psychological support	Al Qabbaytah	Lahj	770320800	Ongoing	Yes	
DEEM	psychological support	Al Ma'afar	Taiz	775715794	Ongoing	Yes	
DEEM	psychological support	At Ta'iziyah	Taiz	771464618	Ongoing	Yes	
DEEM	psychological support	ShAra'b Salam As	Taiz	712673638	Ongoing	Yes	
DEEM	psychological support	Dimnat Khadir	Taiz	738962102	Ongoing	Yes	
DEEM	psychological support	Salah	Taiz	775271421	Ongoing	Yes	
DEEM	PSS	Al Mukha	Taiz	777892826	Ongoing	Yes	
DEEM	PSS	Al Shamyteen/ Al Turbah	Taiz	772228604	Ongoing	Yes	
DEEM	psychological support	Al Wahdah	Sana'a	774200223	Ongoing	Yes	
DEEM	Reproductive Health	Mawia	Mawiah Hospital	770324280	Ongoing	Yes	
DEEM	Reproductive Health	At Ta'iziyah	Al-agwal HC	777239571	Ongoing	Yes	
DEEM	Reproductive Health	At Ta'iziyah	Al-Shifa HC	772430303	Ongoing	Yes	
DEEM	Reproductive Health	Maqbanah	Hajdh Hospital	775952121	Ongoing	Yes	
DEEM	Reproductive Health	Shara'b Salam As	Al-salam HC	772590462	Ongoing	Yes	
DEEM	Reproductive Health	Salah	al-wahda HC	775941942	Ongoing	Yes	
DEEM	Reproductive Health	Haifan	Haifan Hospital	777349513	Ongoing	Yes	

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
DEEM	Reproductive Health	Mawza	Jesr Alhameli hc	774729052	Ongoing	Yes	
DEEM	Reproductive Health	Makha	Al-Mokha hospital	735953400	Ongoing	Yes	
Act Now	psychological support	Damt	Al-Dhale	772822465	Ongoing	Yes	
YWU	psychological support	Tuban	Lahj	737004441	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Al Udayn	Ibb	774735802	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Al Dhihar	Ibb	770826996	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Al Qafer	Ibb	771778303	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Ash Shamayatayn	Taizz	773680312-738631483	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Ma Qpanah	Taizz	733239880-775673355	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Hamdan	Sana'a	777949775	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Nihm	Sana'a	775188894	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	At Tahir	Amanat Al Asimah	774906673	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Bayt Al Faqih	Al Hudaydah	776418611	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Bajil	Al Hudaydah	773457500	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Az Zuhrah	Al Hudaydah	770491104	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Algarahi	Al Hudaydah	775936924	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Az Zaydah	Al Hudaydah	7730467165-730467165	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Zingibar	Abyan	739559291	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Dhamar City	Dhamar	773520610	Ongoing	Yes	Hot line Number :8000999

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
YWU	psychological support	Tuban	Lahj	737004441	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Zingibar	Abyan	739559291	Ongoing	Yes	Hot line Number :8000999
YWU	Case management	Zingibar	Abyan	777186286	Ongoing	Yes	From 10am-12pm and 1pm to 8 pm 733400379
YWU	Livelihood	Zingibar	Abyan	777186286	Ongoing	Yes	From 10am-12pm and 1pm to 8 pm 733400379
YWU	Legal Services	Zingibar	Abyan	777186286	Ongoing	Yes	From 10am-12pm and 1pm to 8 pm 733400379
YWU	psychological and Medical Services	Zingibar	Abyan	777186286	Ongoing	Yes	From 10am-12pm and 1pm to 8 pm 733400379
YWU	Cash assistance	Zingibar	Abyan	777186286	Ongoing	Yes	From 10am-12pm and 1pm to 8 pm 733400379
YWU	Case management	Khanfar	Abyan	736092406	Ongoing	Yes	From 10am-12pm and 1pm to 8 pm 733400379
YWU	livelihood	Khanfar	Abyan	736092406	Ongoing	Yes	From 10am-12pm and 1pm to 8 pm 733400379
YWU	Legal Services	Khanfar	Abyan	736092406	Ongoing	Yes	From 10am-12pm and 1pm to 8 pm 733400379
YWU	psychological and Medical Services	Khanfar	Abyan	736092406	Ongoing	Yes	From 10am-12pm and 1pm to 8 pm 733400379
YWU	Cash assistance	Khanfar	Abyan	736092406	Ongoing	Yes	From 10am-12pm and 1pm to 8 pm 733400379
YWU	Safe spaces	loader	Abyan	773426626	Ongoing	Yes	From 10am-12pm and 1pm to 8 pm 733400379
YWU	livelihood	loader	Abyan	773426626	Ongoing	Yes	From 10am-12pm and 1pm to 8 pm 733400379
YWU	Legal Services	loader	Abyan	773426626	Ongoing	Yes	From 10am-12pm and 1pm to 8 pm 733400379
YWU	psychological and Medical Services	loader	Abyan	773426626	Ongoing	Yes	From 10am-12pm and 1pm to 8 pm 733400379
YWU	Cash assistance	loader	Abyan	773426626	Ongoing	Yes	From 10am-12pm and 1pm to 8 pm 733400379
YWU	Case management	alwadie	Abyan	735515462	Ongoing	Yes	From 10am-12pm and 1pm to 8 pm 733400379
YWU	livelihood	alwadie	Abyan	735515462	Ongoing	Yes	From 10am-12pm and 1pm to 8 pm 733400379

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
YWU	Legal Services	alwadie	Abyan	735515462	Ongoing	Yes	From 10am-12pm and 1pm to 8 pm 733400379
YWU	psychological and Medical Services	alwadie	Abyan	735515462	Ongoing	Yes	From 10am-12pm and 1pm to 8 pm 733400379
YWU	Case management	Alhutuh	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Alhutuh	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Legal Support	Alhutuh	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Cash Assistance	Alhutuh	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Medical services	Alhutuh	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Emergency Cash Assistance	Alhutuh	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Case management	Tuban	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Tuban	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Legal Support	Tuban	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Cash Assistance	Tuban	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Medical services	Tuban	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Emergency Cash Assistance	Tuban	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Case management	Habil Gabr	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Habil Gabr	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Legal Support	Habil Gabr	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Cash Assistance	Habil Gabr	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	medical support	khormaksar	Aden	712969773	Ongoing	Yes	

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
YWU	Cash Assistance	khormaksar	Aden	712969773	Ongoing	Yes	
YWU	Case management	Sa'adah	Sa'ada	771773882	Ongoing	Yes	
YWU	Legal Support	Sa'adah	Sa'ada	771773882	Ongoing	Yes	
YWU	psychological support	Sa'adah	Sa'ada	771773882	Ongoing	Yes	
YWU	Provide medical services	Sa'adah	Sa'ada	771773882	Ongoing	Yes	
YWU	Case management	Alhutuh	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Alhutuh	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Legal Support	Alhutuh	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Cash Assistance	Alhutuh	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Medical services	Alhutuh	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Emergency Cash Assistance	Alhutuh	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Case management	Tuban	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Tuban	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Legal Support	Tuban	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Cash Assistance	Tuban	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Medical services	Tuban	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Emergency Cash Assistance	Tuban	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Case management	Habil Gabr	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Habil Gabr	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
YWU	Legal Support	Habil Gabr	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Cash Assistance	Habil Gabr	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Medical services	Habil Gabr	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Emergency Cash Assistance	Habil Gabr	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Case management	yafie	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	yafie	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Legal Support	yafie	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Cash Assistance	yafie	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	medical support	yafie	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Emergency Cash Assistance	yafie	Lahj	770983764	Ongoing	Yes	Hot line Number :8000999
YWU	Case management	Al Buriqa	Aden	733844166	Ongoing	Yes	
YWU	psychological support	Al Buriqa	Aden	733844166	Ongoing	Yes	
YWU	Legal Support	Al Buriqa	Aden	733844166	Ongoing	Yes	
YWU	Cash Assistance	Al Buriqa	Aden	733844166	Ongoing	Yes	
YWU	medical support	Al Buriqa	Aden	733844166	Ongoing	Yes	
YWU	Cash Assistance	Al Buriqa	Aden	733844166	Ongoing	Yes	
YWU	Case management	Dar Saad	Aden	771199122	Ongoing	Yes	
YWU	psychological support	Dar Saad	Aden	771199122	Ongoing	Yes	
YWU	Legal Support	Dar Saad	Aden	771199122	Ongoing	Yes	

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
YWU	Cash Assistance	Dar Saad	Aden	771199122	Ongoing	Yes	
YWU	medical support	Dar Saad	Aden	771199122	Ongoing	Yes	
YWU	Cash Assistance	Dar Saad	Aden	771199122	Ongoing	Yes	
YWU	Case management	al sheikhothman	Aden	734144136	Ongoing	Yes	
YWU	psychological support	al sheikhothman	Aden	734144136	Ongoing	Yes	
YWU	Legal Support	al sheikhothman	Aden	734144136	Ongoing	Yes	
YWU	Cash Assistance	al sheikhothman	Aden	734144136	Ongoing	Yes	
YWU	medical support	al sheikhothman	Aden	734144136	Ongoing	Yes	
YWU	Cash Assistance	al sheikhothman	Aden	734144136	Ongoing	Yes	
YWU	Case management	khormaksar	Aden	712969773	Ongoing	Yes	
YWU	psychological support	khormaksar	Aden	712969773	Ongoing	Yes	
YWU	Legal	khormaksar	Aden	712969773	Ongoing	Yes	
YWU	Cash Assistance	khormaksar	Aden	712969773	Ongoing	Yes	
YWU	Legal Aid	Ash Shamayatayn	Taizz	773680312-738631483	Ongoing	Yes	Hot line Number :8000999
YWU	Cash Assistance	Ash Shamayatayn	Taizz	773680312-738631483	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Ash Shamayatayn	Taizz	773680312-738631483	Ongoing	Yes	Hot line Number :8000999
YWU	psychological support	Tuban	Lahj	737004441	Ongoing	Yes	Hot line Number :8000999
YWU	Cash assistance	alwadie	Abyan	735515462	Ongoing	Yes	From: 10am-12pm733400379 from : 1pm - 4 pm733400379- From 4 pm -8 pm 733400379
PCF	psychological support	Al-dahiar	Ibb	771273933	Ongoing	Yes	Hot line Number :730557744

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
PCF	psychological support	Al-Madifer	Taiz	777530748	Ongoing	yes	Hot line Number :730557744
PCF	psychological support	Al-shaifa	Sana'a	773552355	Ongoing	yes	Hot line Number :730557744
Al Zahra Foundation ZDF	psychological support	Sa'adah	Sa'ada	775388889	Ongoing	Yes	
Al Zahra Foundation ZDF	psychological support	Sahar	Sa'ada	775388889	Ongoing	Yes	
Al Zahra Foundation ZDF	psychological support	Saqeen	Sa'ada	775388889	Ongoing	Yes	
Al Zahra Foundation ZDF	psychological support	Majz	Sa'ada	775388889	Ongoing	Yes	
Al Zahra Foundation ZDF	psychological support	Haidan	Sa'ada	775388889	Ongoing	Yes	
Al Zahra Foundation ZDF	Livelihood	Sa'adah	Sa'ada	775388889	Ongoing	Yes	
Al Zahra Foundation ZDF	Livelihood	Haidan	Sa'ada	775388889	Ongoing	Yes	
Al Zahra Foundation ZDF	Livelihood	Saqeen	Sa'ada	775388889	Ongoing	Yes	
Al Zahra Foundation ZDF	Livelihood	Sahar	Sa'ada	775388889	Ongoing	Yes	
Al Zahra Foundation ZDF	Livelihood	Majz	Sa'ada	775388889	Ongoing	Yes	

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
Al Zahra Foundation ZDF	Legal	Saqeen	Sa'ada	775388889	Ongoing	Yes	
Al Zahra Foundation ZDF	Legal	Sa'adah	Sa'ada	775388889	Ongoing	Yes	
Al Zahra Foundation ZDF	Legal	Haidan	Sa'ada	775388889	Ongoing	Yes	
Al Zahra Foundation ZDF	Legal	Sahar	Sa'ada	775388889	Ongoing	Yes	
Al Zahra Foundation ZDF	Legal	Majz	Sa'ada	775388889	Ongoing	Yes	
Al Zahra Foundation ZDF	Cash Assistance	Majz	Sa'ada	775388889	Ongoing	Yes	
Al Zahra Foundation ZDF	Cash Assistance	Sa'adah	Sa'ada	775388889	Ongoing	Yes	
Al Zahra Foundation ZDF	Cash Assistance	Sahar	Sa'ada	775388889	Ongoing	Yes	
Al Zahra Foundation ZDF	Cash Assistance	Saqeen	Sa'ada	775388889	Ongoing	Yes	
YOHRD	psychological support	Sahar	Sa'ada	777694095	Ongoing	Yes	
YOHRD	Cash Assistance	Sahar	Sa'ada	777694095	Ongoing	Yes	
YOHRD	Livelihood	Sahar	Sa'ada	777694095	Ongoing	Yes	
YOHRD	Legal	Sahar	Sa'ada	777694095	Ongoing	Yes	

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
BFF	psychological support	Hajjah	Mastaba	777330712-713301562	Ongoing	Yes	Provide psychological support and awareness about the Coronavirus by phone and receive complaints
BFF	Health	Hajjah	Al-Madina	770616149	Ongoing	Yes	Distributing preventive tools and sterilizers during the direct awareness process and distributing the supporting stickers for awareness
BFF	Health	Al- Hudidah	Al-Mina	770183811	Ongoing	Yes	Distributing preventive tools and sterilizers during the direct awareness process and distributing the supporting stickers for awareness
BFF	Health	Sana'a	Al-Sab;en	777290053	Ongoing	Yes	Distributing preventive tools and sterilizers during the direct awareness process and distributing the supporting stickers for awareness
BFF	Health	Hajjah	Mastaba	777330712-713301562	Ongoing	Yes	Distributing preventive tools and sterilizers during the direct awareness process and distributing the supporting stickers for awareness
BFF	Legal	Hajjah	Mastaba	777330712	Ongoing	Yes	Issuing the identity card of women and girls through the project centers
CARE	Case management	Al-Husen	Al-Dhalea	736872348 774596039	Under process	Yes	The Safe space is under process of furnishing and hiring staff from the same area, planning to open it at the first week of August
CARE	psychological support	Al-Husen	Al-Dhalea	736872348 774596039	Under process	Yes	The Safe space is under process of furnishing and hiring staff from the same area, planning to open it at the first week of August
CARE	Legal	Al-Husen	Al-Dhalea	736872348 774596039	Under process	Yes	The Safe space is under process of furnishing and hiring staff from the same area, planning to open it at the first week of August
CARE	Livelihood	Al-Husen	Al-Dhalea	736872348 774596039	Under process	Yes	The Safe space is under process of furnishing and hiring staff from the same area, planning to open it at the first week of August
CARE	Case management	Radfan Habilin	-Al- Lahj	777465240 739872302	Ongoing	Yes	The safe space is permentelay close but we are in the process of hiring staff and reopen in at the mid of July 2020
CARE	psychological support	Radfan Habilin	-Al- Lahj	777465240 739872302	Ongoing	Yes	The safe space is permentelay close but we are in the process of hiring staff and reopen in at the mid of July 2020
CARE	Legal	Radfan Habilin	-Al- Lahj	777465240 739872302	Ongoing	Yes	The safe space is permentelay close but we are in the process of hiring staff and reopen in at the mid of July 2020
CARE	Livelihood	Radfan Habilin	-Al- Lahj	777465240 739872302	Ongoing	Yes	The safe space is permentelay close but we are in the process of hiring staff and reopen in at the mid of July 2020

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
CARE	Case management	Al-Mesamir	Lahj	736872348 774596039	Under process	Yes	The Safe space is under process of furnhing and hiring staff from the same area, planning to open it at the first week of August
CARE	psychological support	Al-Mesamir	Lahj	736872348 774596039	Under process	Yes	The Safe space is under process of furnhing and hiring staff from the same area, planning to open it at the first week of August
CARE	Legal	Al-Mesamir	Lahj	736872348 774596039	Under process	Yes	The Safe space is under process of furnhing and hiring staff from the same area, planning to open it at the first week of August
CARE	Livelihood	Al-Mesamir	Lahj	736872348 774596039	Under process	Yes	The Safe space is under process of furnhing and hiring staff from the same area, planning to open it at the first week of August
YWU	psychological support	Tuban	Lahj	737004441	Ongoing	Yes	Hot line Number :8000999
CSSW	Cash Assistance	Al Ghaydah	Al_Maharah	774543774	Ongoing	Yes	
CSSW	psychological support	Al Ghaydah	Al_Maharah	774543774	Ongoing	Yes	
CSSW	Case management	Al Ghaydah	Al_Maharah	774543774	Ongoing	Yes	
CSSW	Livelihood	Al Ghaydah	Al_Maharah	774543774	Ongoing	Yes	
CSSW	Legal	Al Ghaydah	Al_Maharah	774543774	Ongoing	Yes	
CSSW	psychological support	Al Khawkhah	Al_Hudaydah	772017444	Ongoing	Yes	Also Provide psychological support by phone and receive complaints
CSSW	Case management	Al Khawkhah	Al_Hudaydah	772017444	Ongoing	Yes	
CSSW	Livelihood	Al Khawkhah	Al_Hudaydah	772017444	Ongoing	Yes	
CSSW	Legal	Al Khawkhah	Al_Hudaydah	772017444	Ongoing	Yes	
IRC	psychological support	Abyan - Khanfar - Al-Razi HF	Abyan	730100749/730100769	Ongoing	Yes	PSS and CMR services in WGSS
IRC	Case management	Avyan - Khanfer	Abyan	730100769 730100749 730100734	Ongoing	Yes	The WGCC opened + CM Remotely if needed From : 8 am - 4 pm
IRC	psychological support	Avyan - Khanfer	Abyan	730100769 730100749 730100734	Ongoing	Yes	The WGCC opened + PSS Remotely if needed From : 8 am - 4 pm

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
IRC	psychological support	Al Sadaka HF	Aden	730100785	Ongoing	Yes	PSS and CMR services in WGSS
IRC	Health	Al Buriqa	Aden	730100963 734168485	Ongoing	Yes	SRH services by Midwife provided in Alqeeda Alrussia & Foqum WGCCs
IRC	Case management	Al Buriqa - alqaida Alrusia + Foqum Areas	Aden	730100785 730500822 739524443 730100963 739500051	Ongoing	Yes	The WGCC opened + CM Remotely if needed From : 8 am - 4 pm 8
IRC	psychological support	Al Buriqa - alqaida Alrusia + Foqum Areas	Aden	730100785 730500822 739524443 730100963 739500051	Ongoing	Yes	The WGCCs opened + PSS Remotely if needed From : 8 am - 4 pm 8
IRC	Case management	Aldale'e	Aldale'e	730500810 730500807	Ongoing	Yes	The WGCC opened + CM Remotely if Possible From : 8 am - 4 pm 8
IRC	psychological support	Aldale'e	Aldale'e	730500810 730500807	Ongoing	Yes	The WGCC opened + CM Remotely if Possible From : 8 am - 4 pm 8
IRC	Health	Aldale'e	Aldale'e	730500810 730500807	Ongoing	Yes	SRH services by Midwife provided in WGCCs
IRC	psychological support	Abyan	Abyan	730100769 730100749 730100734	Ongoing	Yes	The WGCCs opened + PSS Remotely if Possible From : 8 am - 4 pm 8
IRC	psychological support	Alsabaeen	Sana'a	739480007 730500860	Ongoing	Yes	In Alqoubari & Salem Qotun health centers + PSS Remotely if needed From : 8 am - 4 pm 8
IRC	Case management	Alsabaeen	Sana'a	739480007 730500860	Ongoing	Yes	In Alqoubari & Salem Qotun health centers + CM Remotely if needed From : 8 am - 4 pm 8
For Human Development Foundation(FHD)	Cash Assistance	Hays	Al_Hudaydah	771163661	Ongoing	Yes	
For Human Development	psychological support	Hays	Al_Hudaydah	771163661	Ongoing	Yes	

v8 Draft

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
Foundation(F HD)							
For Human Development Foundation(F HD)	Case management	Hays	Al_Hudaydah	771163661	Ongoing	Yes	
For Human Development Foundation(F HD)	Livelihood	Hays	Al_Hudaydah	771163661	Ongoing	Yes	
For Human Development Foundation(F HD)	Legal	Hays	Al_Hudaydah	771163661	Ongoing	Yes	
For Human Development Foundation(F HD)	Cash Assistance	Al Khawkhah	Al_Hudaydah	771163661	Ongoing	Yes	
For Human Development Foundation(F HD)	psychological support	Al Khawkhah	Al_Hudaydah	771163661	Ongoing	Yes	
For Human Development Foundation(F HD)	Case management	Al Khawkhah	Al_Hudaydah	771163661	Ongoing	Yes	
For Human Development Foundation(F HD)	Livelihood	Al Khawkhah	Al_Hudaydah	771163661	Ongoing	Yes	
For Human Development Foundation(F HD)	Legal	Al Khawkhah	Al_Hudaydah	771163661	Ongoing	Yes	

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
Deem	Cash Assistance	As Shamyteen	Taiz	772857689	Ongoing	Yes	
Deem	Cash Assistance	Al Mukha	Taiz	773925610	Ongoing	Yes	
Deem	Cash Assistance	Sabir Al Mawadim	Taiz	773461172	Ongoing	Yes	
Deem	Cash Assistance	Al Misrakh	Taiz	777784630	Ongoing	Yes	
Deem	Cash Assistance	Hayfan	Taiz	776417612	Ongoing	Yes	
Deem	Cash Assistance	Salh	Taiz	774212777	Ongoing	Yes	
Deem	Cash Assistance	Al Ma'fer	Taiz	774193745 738182225	Ongoing	Yes	
Deem	Cash Assistance	Dhubab	Taiz	777942032	Ongoing	Yes	
Deem	Case management	As Shamyteen	Taiz	772857689	Ongoing	Yes	
Deem	Case management	Al Mukha	Taiz	773925610	Ongoing	Yes	
Deem	Case management	Sabir Al Mawadim	Taiz	773461172	Ongoing	Yes	
Deem	Case management	Al Misrakh	Taiz	777784630	Ongoing	Yes	
Deem	Case management	Salh	Taiz	774212777	Ongoing	Yes	
Deem	Case management	Al Ma'fer	Taiz	774193745 738182225	Ongoing	Yes	
Deem	Case management	Dhubab	Taiz	777942032 714615505	Ongoing	Yes	
Deem	Livelihood	Al Mukha	Taiz	735996694	Ongoing	Yes	
Deem	Livelihood	Al Mudhaffar	Taiz	777732406	Ongoing	Yes	
Deem	Livelihood	Salh	Taiz	771331227	Ongoing	Yes	

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
Deem	Livelihood	Al Ma'afer	Taiz	771343806	Ongoing	Yes	
Deem	Livelihood	Dhubab	Taiz	771138037	Ongoing	Yes	
Deem	Livelihood	Altuhaitah	Al Hudaydah	734770417	Ongoing	Yes	
Deem	psychological support	As Shamyteen	Taiz	777069818	Ongoing	Yes	
Deem	psychological support	Al Mudhaffar	Taiz	777291755	Ongoing	Yes	
Deem	psychological support	Al Mukha	Taiz	775855214	Ongoing	Yes	
Deem	psychological support	Salh	Taiz	776151061	Ongoing	Yes	
Deem	psychological support	Al Ma'afer	Taiz	775715794	Ongoing	Yes	
Deem	psychological support	Dhubab	Taiz	773653992	Ongoing	Yes	
Deem	Health	Makha	Taiz	735953400	Ongoing	Yes	
SELHA	psychological support	khur mukasar	Aden	772889312	Ongoing	Yes	Youth and Education Projects Coordinator at Youth Horizons Foundation 733620460 The working hours are from 8 to 4
SELHA	Livelihood	Al-Mualla	Aden	773936368	Ongoing	Yes	Afak Foundation work from 1am to 4 pm
SELHA	Livelihood	Crater	Aden	773936368	Ongoing	Yes	Afak Foundation work from 1am to 4 pm
SELHA	Livelihood	Dar Saad	Aden	773936368	Ongoing	Yes	Afak Foundation work from 1am to 4 pm
YWU	Cash assistance	alwadie	Abyan	735515462	Ongoing	Yes	From: 10am-12pm733400379 from : 1pm - 4 pm733400379- From 4 pm -8 pm 733400379
FAF	Livelihood	Aden	Aden	735845160	Ongoing	Yes	
FAF	Cash Assistance	Aden	Aden	735845160	Ongoing	Yes	
PCF	psychological support	Taiz	Taiz	771448004	Ongoing	Yes	The Psychiatric Center provides psychological support services and dispensing treatments 733366820

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
PCF	psychological support	Taiz	Taiz	777530748	Ongoing	Yes	Providing mobile psychosocial support services for people infected with coronavirus or those in quarantine 777530748
PCF	psychological support	Ibb	Ibb	774470954	Ongoing	Yes	The Psychiatric Center provides psychological support services and dispensing treatments 774470954
PCF	psychological support	Ibb	Ibb	770101773	Ongoing	Yes	providing mobile psychosocial support services for people infected with coronavirus or those in quarantine 770101773
PCF	psychological support	Sana'a	Sana'a	773552355	Ongoing	Yes	Educate the community about the ways to prevent corona virus, distribute posters and brochures, and issue some brochures
PCF	psychological support	Sana'a	Sana'a	773552355	Ongoing	Yes	Providing psychological counseling services to confront the Corona pandemic through numbers 730557744- 771122546
PCF	psychological support	Hodidia	Hodida	733585408	Ongoing	Yes	Educate the community about the ways to prevent corona virus, distribute posters and brochures, and issue some brochures
PCF	Health	Aden	Aden	730177167	Ongoing	Yes	771567030-775032517
PCF	psychological support	Aden	Aden	730177167	Ongoing	Yes	From 9 am - 1 pm : 775655427 - From 4pm - 8 pm : 775655427
PCF	psychological support	Taiz	Taiz	771448004	Ongoing	Yes	The Psychiatric Center provides psychological support services and dispensing treatments 733366820
PCF	Psychological support	Taiz	Taiz	777530748	Ongoing	Yes	Providing mobile psychosocial support services for people infected with coronavirus or those in quarantine 777530748
PCF	psychological support	Ibb	Ibb	774470954	Ongoing	Yes	The Psychiatric Center provides psychological support services and dispensing treatments 774470954
PCF	psychological support	Ibb	Ibb	770101773	Ongoing	Yes	providing mobile psychosocial support services for people infected with coronavirus or those in quarantine 770101773
PCF	psychological support	Sana'a	Sana'a	773552355	Ongoing	Yes	Educate the community about the ways to prevent corona virus, distribute posters and brochures, and issue some brochures
PCF	psychological support	Sana'a	Sana'a	773552355	Ongoing	Yes	Providing psychological counseling services to confront the Corona pandemic through numbers 730557744- 771122546
PCF	psychological support	Hodidia	Hodida	733585408	Ongoing	Yes	Educate the community about the ways to prevent corona virus, distribute posters and brochures, and issue some brochures
PCF	Health	Aden	Aden	730177167	Ongoing	Yes	771567030-775032517

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
PCF	psychological support	Aden	Aden	730177167	Ongoing	Yes	From 9 am - 1 pm : 775655427 From 4pm - 8 pm : 775655427
HYAC	PSS	Dalea'a	Al_dalea	735565816	Ongoing	Yes	
HYAC	legal support	Dalea'a	Al_dalea	735565816	Ongoing	Yes	
HYAC	lifeskills training	Dalea'a	Al_dalea	735565816	Ongoing	Yes	
CARE-Taiz	GBV Awarness sessions along with DKs disribution	Al Mudhaffar	Taiz	775605237	Ongoing	Yes	
CARE-Taiz	GBV Awarness sessions along with DKs disribution	Salh	Taiz	775605237	Ongoing	Yes	
CARE-Taiz	GBV Awarness sessions along with DKs disribution	Al-Qahirah	Taiz	775605237	Ongoing	Yes	
MoSAL	psychological support	Al Tahrir	Amanat Al Asimah	770016087	Ongoing	Yes	
MoSAL	psychological support	Jahran	Dhamar	774232352	Ongoing	Yes	
MoSAL	psychological support	Yareem	IBB	778092930	Ongoing	Yes	
MoSAL	psychological support	Al Tahrir	Amanat Al Asimah	777686508	Ongoing	Yes	
CARE	Case management	Al-Husen	Al-Dhalea	735565816	Ongoing	Yes	From : 8 am - 12 pm From 1pm - 4 pm
CARE	psychological support	Al-Husen	Al-Dhalea	735565816	Ongoing	Yes	From : 8 am - 12 pm From 1pm - 4 pm
CARE	Legal	Al-Husen	Al-Dhalea	735565816	Ongoing	Yes	From : 8 am - 12 pm From 1pm - 4 pm
CARE	Livelihood	Al-Husen	Al-Dhalea	735565816	Ongoing	Yes	From : 8 am - 12 pm From 1pm - 4 pm
CARE	Case management	Radfan Habilin	-Al-Lahj	777465240 739872302	Ongoing	Yes	From : 8 am - 12 pm From 1pm - 4 pm

Organization	Type of Service	District	Governorate	Phone Number	Status of the service	COVID-19 measures	Comment
CARE	psychological support	Radfan Habilin -Al-	Lahj	777465240 739872302	Ongoing	Yes	From : 8 am - 12 pm From 1pm - 4 pm
CARE	Legal	Radfan Habilin -Al-	Lahj	777465240 739872302	Ongoing	Yes	From : 8 am - 12 pm From 1pm - 4 pm
CARE	Livelihood	Radfan Habilin -Al-	Lahj	777465240 739872302	Ongoing	Yes	From : 8 am - 12 pm From 1pm - 4 pm
CARE	Case management	Al-Mesamir	Lahj	772855819	Ongoing	Yes	From : 8 am - 12 pm From 1pm - 4 pm
CARE	psychological support	Al-Mesamir	Lahj	772855819	Ongoing	Yes	From : 8 am - 12 pm From 1pm - 5 pm
CARE	Legal	Al-Mesamir	Lahj	772855819	Ongoing	Yes	From : 8 am - 12 pm From 1pm - 5 pm
CARE	Livelihood	Al-Mesamir	Lahj	772855819	Ongoing	Yes	From : 8 am - 12 pm From 1pm - 5 pm

## Women Safe Shelters

Organization	Governorate	Contact number
YWU	Sana'a	771096511
YWU	Aden	
YWU	Taiz ( 2 sheltrs)	
YWU	AlMukala	
YWU	Al-Hudeida	
YWU	Amran	
YWU	IBB	