



# **Standard E&S Clauses for Grant Agreements**

LLF ESMS Annex E

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## ACRONYMS AND ABBREVIATIONS

Name	Description
E&S	Environmental and Social
ESAP	Environmental and Social Action Plan
ESMS	Environmental and Social Management System
LL	Legacy Landscapes
LLF	Legacy Landscapes Fund
MoU	Memorandum of Understanding
WB ESS	World Bank Environmental and Social Standards

## DOCUMENT HISTORY

Version	Revision	Prepared by	Reviewed by	Approved by	Date	Comments

## 1. INTRODUCTION

LLF will ensure that grant agreements establish clear requirements for alignment with the applicable standards (refer to the ESMS manual for the full list). The grantee will agree to meet environmental and social (E&S) requirements in line with local regulations, LLF applicable standards, and environmental and social action plan (ESAP) items for the respective legacy landscape (LL) program.

The purpose of this document is to outline examples of specific E&S clauses to be included in the grant agreement between the grantee and LLF.

## 2. EXAMPLES OF E&S CLAUSES FOR GRANT AGREEMENT

Grant agreements will include relevant clauses, examples of which are listed below. These are examples of which various can be applied – and amended as appropriate - as may best fit for a specific LL program case. Other additional clauses not listed here may be warranted:

- “The grantee shall manage all aspects of the LL program according to all local regulatory requirements as well as LLF’s applicable standards.”
- “The grantee shall comply with LLF’s applicable standards.”
- “The grantee shall implement the environmental mitigation and management measures specified in the ESAP within the time-frames mentioned. The grantee will provide to LLF the relevant deliverables / compliance indicators evidence directly upon completion of such action items [or at latest during the next reporting period after the item of the ESAP was completed].”
- “In case the grantee has performed in non-compliance with the ESAP requirements, the LLF has the right to pause or stop the grant disbursement and disbursements will only be continued if the grantee (i) has either resolved the detected ESAP non-compliance, or (ii) has committed to immediate corrective actions satisfactory to LLF.”
- “Where the grantee may only be contributing or linked to a certain E&S risk it will be required to document its best efforts through it has used leverage to encourage third parties to stop the activity causing the impact, and where appropriate, to provide remedy. Where leverage is lacking, the grantee shall make best efforts in increasing its leverage and influencing the third party. In case severely destructive or abusive practices by a third party cannot be altered due to a grantee’s lack of leverage over the causing entity the grantee will consider redesigning the LLF program or ending the contractual relationship with the third party, while carefully considering credible assessments of potential adverse E&S impacts of doing so.”
- “As the LL program circumstances may change during implementation, the ESAP upon which the LL program is approved will be considered a “living document” that will be reviewed regularly and amended in case needed. If ESAP revisions are required in response to changing circumstances, the results of further in-depth E&S assessments or to reflect adaptive management of the LL program progress, the grantee shall inform LLF in a timely manner and LLF will have to provide no-objection to such changes.”
- “Where changing circumstances may result in an increase of risks and impacts and related mitigation measures during the LL program implementation, the grantee shall immediately inform the LLF about the circumstances and their implications and provide additional funds, if needed, to implement measures to address increased risks and impacts. Where circumstances may result in a decrease of risks and impacts and related mitigation measures during program implementation, the grantees shall inform the LLF about the circumstances and their implications and agree on shifting existing funds to other program measures.”
- “Where the grantee may only be contributing or linked to a certain E&S risk it will be required to document its best efforts through it has used leverage to encourage third parties to stop the

activity causing the impact, and where appropriate, to provide remedy. Where leverage is lacking, the grantee shall make best efforts in increasing its leverage and influencing the third party. In case severely destructive or abusive practices by a third party cannot be altered due to a grantee's lack of leverage over the causing entity the grantee will consider redesigning the LLF program or ending the contractual relationship with the third party, while carefully considering credible assessments of potential adverse E&S impacts of doing so.”

- “Deliver the environmental, social, health, and safety performance report within \_\_\_ days of the end of each period. The report shall comply with LLF reporting requirements stated in the Grant Implementation Guide.”
- “The grantee shall comply with LLF’s serious incidents reporting requirements.”
- “The grantee shall not [(and the grantee shall ensure that no other LL program implementing partner will)] (i) perform any of the excluded activities as listed in the LLF’s Exclusion List<sup>1</sup> or (ii) finance any person or subcontractor performing any of the excluded activities as listed in the LLF’s Exclusion List.
- “The grantee shall contractually bind any contractors and sub-contractors that have a business relationship with the LLF program to comply with the relevant environmental and social requirements as set out in the ESAP and corresponding safeguard instruments.”
- “The grantee has not received, nor does it have knowledge of, any existing or threatened complaint, order, directive, claim, citation or notification of any authority under the law of (country) and/or applicable local requirements that have, or could reasonably be expected to have, any material impact on LL program implementation or operation.”
- “The support by external consultants that might be required by the grantee for the establishment and implementation of further in-depth E&S assessments and E&S safeguard instruments shall be financed out of the LL program budget and are to be contracted by the grantees. Once safeguard instruments have been developed by the grantee in accordance with the ESAP requirements, they shall be submitted to LLF for review and approval.”
- “The grantee has to revise the LL program budget once E&S safeguard implications are defined to adequately cover corresponding E&S safeguard implementation costs.”
- “The grantee will designate a senior representative (e.g., E&S manager) to assume overall responsibility for coordinating the management of the E&S aspects stipulated by the ESAP of the LL program and program activities supported through the LLF grant, and appropriate capacity in the LL program responsible for the day-to-day implementation of the agreed measures.”
- “In order to allow locally affected people and their representatives to voice informed concerns, suggestions or grievances, relevant information on potential social implications and foreseen safeguard measures, including the grievance and feedback mechanism, will have to be communicated in a culturally appropriate and timely manner by the grantee as part of its stakeholder engagement procedures.”
- “The grantee shall promptly notify LLF when the senior representative (e.g., E&S manager) of the LL program is replaced.”
- “[Specify additional agreements – for example, additional supervision or information requirements or provisions relative to determined corrective actions recommended for the LL program].”
- “[Include any other LL program and/or activity-specific conditions that address certain corrective actions recommended for the LL program].”

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<sup>1</sup> Refer to LLF ESMS documents, [Annex B – Exclusion List](#)