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Ministry of Telecom. & Information Technology



MINISTRY OF TELECOMMUNICATIONS AND INFORMATION TECHNOLOGY

LABOR MANAGEMENT PROCEDURES (LMP)

For:

TECHNOLOGY FOR YOUTH AND JOBS PROJECT (TECHSTART) (P172571)

and

ADDITIONAL FINANCING (P180570)

Date

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List of Acronyms

AF	Additional Financing
CoC	Code of Conduct
E&S	Environmental and Social
ESO	Environmental and Social Officer
ESS	Environmental and Social Standard
GBV	Gender Based Violence
GM	Grievance Mechanism
LMP	Labor Management Procedure
MoH	Ministry of Health
MoSD	Ministry of Social Development
MTIT	Ministry of Telecom and Information Technology
OHS	Occupational Health and Safety
PA	Palestinian Authority
PIA	Project Implementation Agency
R&D	Research and Development
SEA	Sexual Exploitation and Abuse
SEP	Stakeholder Engagement Plan
SH	Sexual Harassment
SME	Small and Medium Enterprises
TA	Technical Assistance

1. INTRODUCTION

The Labor Management Procedures (LMP) is developed by Ministry of Telecommunications and Information Technology (MTIT) to manage labor risks under both the Technology for Youth and Jobs Project (TechStart) (Parent project) and the Additional Financing (AF). The International Bank for Reconstruction and Development/International Development Association called hereinafter (the Association) has agreed to provide financing for the AF. The Palestinian Authority (PA) selected a competitively private sector entity to act as Project Implementation Agency (PIA), who is responsible for implementing the TechStart project on behalf of MTIT.

During the 3rd quarter of 2022, preparations have been initiated for an AF for the Technology for Youth and Jobs Project (TechStart) including the update of the LMP and the other project's Environmental and Social (E&S) instruments of the parent project. Therefore, this updated version of the LMP has been prepared in line with the national requirements as well as the objectives of the Bank's Environmental and Social Framework, specifically objectives of ESS2 Labor and Working Conditions and ESS4 Community Health and Safety.

This updated LMP provides an overview of the key labor risks associated with the parent project and the AF as well as an overview of labor use, describes key labor and Occupational Health and Safety (OHS) legislations. Furthermore, it identifies the responsible staff under the AF, terms and conditions for employment, minimum age requirements, and sets out the requirements for the Workers' Grievance Mechanism (Workers' GM).

1.1 Project Components Under Additional Financing

The additional financing will scale up all existing components of the project as follows:

Component 1: Improving IT service capabilities

The AF will increase the funding for Human Capital Improvement Stipends (**sub-component 1.1**) to allow more Palestinians IT workers to gain the skills they need to be competitive for international commercial IT services contracts. This funding will be available through three funding windows: internships stipends, on-the-job training stipends, and expatriate stipends. Advisory services to enhance managerial capabilities (**sub-component 1.2**) will be expanded to close the managerial and organizational gaps that hold back the productivity of Palestinian IT sector SMEs. This sub-component will scale up the ability of the project to provide Technical Assistance (TA) on management, organizational development, strategy, and leadership and where needed and relevant, energy efficiency, through a structured program. The interventions to identify and address gender imbalances in the IT sector (**sub-component 1.3**) will be scaled up as a means to help the sector reach its full potential. This sub-component will expand the support

for the gender assessment and allocate additional resources towards the potential interventions to address these challenges.

Component 2: Improving the IT services ecosystem

The seed grant program for stimulating private investment (**sub-component 2.1**) will be expanded to build on momentum to date and accelerate the process of enhancing the competitiveness of the Palestinian IT ecosystem. All three windows will be expanded to allow for an all-of-ecosystem approach to expanding opportunities. The grant program for shared R&D hubs (**sub-component 2.2**) will be expanded to accelerate the Palestinian IT firms' transition from price competition to competing on skill and expertise. The IT business infrastructure grant program (**sub-component 2.3**) will be scaled up, particularly in Gaza, to provide more businesses with the minimum infrastructure needed to operate high-quality IT service firms.

Component 3: Improving market access and increasing demand and investments

Increased resources for awareness raising and market linkages (**sub-component 3.1**) will accelerate the increase in IT exports by scaling up the matching of qualified Palestinian IT firms to international buyers. Scaling up promotion and facilitation of FDI in the IT Palestinian ecosystem (**sub-component 3.2**) will further strengthen the capabilities of key agencies to manage the entire FDI cycle.

Component 4: Project management and implementation support

Project management and implementation support will be increased to further strengthen the capacity of both the PIA and MTIT in overseeing the expanded project activities. Project management cost will increase proportionally with the amount of the AF to allow the PIA to manage an increased number of grant applications, their evaluations, and disbursements.

1.2 Environmental and Social Risks

The environmental risks associated with the AF are the same as for the parent project. They are mainly associated with the expected increased number of IT equipment, and therefore increase of e-waste. The inappropriate management of this e-waste could cause serious health problems for workers, the surrounding community and the environment. DAI developed an E- Waste Management plan (approved by the Bank in August 2021) that was implemented and adopted by all project beneficiaries throughout project implementation. DAI has recruited an ESO, who is responsible for managing and supervising the parent project's overall E&S aspects and will continue to support the AF. The PIA was in compliance with the ESCP requirements during the reporting periods of the parent project.

The social risks of the AF remain the same as the parent project/Techstart. The social risks are limited in nature and scale, and can be summarized as follows: (1) risks related to social exclusion in its various forms that would need to be mitigated by ensuring that project benefits, such as grants and job opportunities, can be accessed by and optimized for the most vulnerable, women and youth, including those from poor communities, (2) risk of exposure of youth, including vulnerable youth, and women to Gender Based Violence (GBV), Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) and/or poor working conditions, (3) risks related to labor and working conditions for workers and beneficiaries, and (4) risks related to data privacy.

The rated social risk of the Project is **moderate** which indicate a moderate likelihood of adverse impacts related to labor and working conditions. The LMP addresses the labor related risks and provides mitigation measures to minimize those risks.

2. OVERVIEW OF LABOR USE ON THE PROJECT

The AF is developed by MTIT, in which DAI, a private sector entity, has been contracted by the Palestinian Authority to act as Project Implementation Agency (PIA) who will select the benefitting companies. PIA and the benefitting Palestinian IT Service Companies will hire new female and male employees to upskill their workforce.

It is expected that the AF will engage the same categories of project workers as in parent project, and as defined by ESS2:

Direct Workers: DAI workers who are full-time or part time formally transferred to the project. The estimated number of direct workers is not likely to exceed eleven staff.

Contracted Workers: Consultants engaged by DAI or MTIT and workers who will be employed by the benefitting IT service companies. It's still not clear how many contractors and contracted workers will be engaged in the AF. This shall be defined after determining the content of activities that will be included in each contract based on type of works. It is expected that the maximum numbers of contracted workers from PIA and the benefitting IT service companies who will be engaged in the AF activities is around 1000.

Community workers: Community workers will not be employed in relation to the AF.

Primary supply workers: Primary supply workers will be engaged by primary suppliers to the project equipments (Subcomponents 1.1 & 1.3). The primary supply workers who will be engaged by primary suppliers for the design, supply and installation of equipment is 20 including the supervisor engineer.

Number of workers: .It is estimated that the number of all types of workers to be involved in the AF will be 1031workers. However, this figure may change once implementation begin.

Characteristics of Project Workers: The employees/workers, either male or female, will be engaged according to the work needs. Most of the workers will be skilled labors including managers in IT companies, engineers, IT students, and equipment operators.

Timing of Labor Requirements: Based on prior experience, the duration of the work for supply and installation of equipment in each contract is not expected to exceed few days. The duration of work for the new female and male employees to be hired by benefitting Palestinian IT Service Companies will be throughout the project lifecycle.

3. ASSESSMENT OF KEY POTENTIAL LABOR RISKS

Project activities: The project is nationwide, covering both West Bank and Gaza. The AF activities will take place mainly in urban populated areas where the project beneficiaries, individuals and firms, are practicing their ICT business. The AF is not expected to include any civil works, except minor interior works for installation of IT networks, software, and other related equipment.

Key Labor Risks: The main labor risks identified for the project pertain to poor working terms and conditions, and potential risks of GBV/SEA/SH at the workplace. Labor influx risk is unlikely to take place, since there is no need for any labor force to be brought in from outside the project area. All types of workers to be involved in the AF are limited (contracted engineers at the benefitting IT service companies and primary supply workers). All contracted workers will be distributed among different IT companies in different locations through the project life cycle, and the labor influx risk will not be generated.

- Exposure of direct and contracted workers to a certain level of health and safety risk associated with COVID-19 infection, especially if proper hygiene, safety precautions and social distancing measures are not adhered to.
- Exposure of youth, including vulnerable youth and women to GBV/SEA/SH.
- Working under pressure and with poor working conditions through project financial support for on-the-job training programs and salaries for new employees.
- Risks related to data privacy.
- Labor and working conditions: The project will include direct workers from PIA who are full-time or part time formally transferred to the project, contracted Workers e.g. consultants engaged by PIA or MTIT and workers who will be employed by the benefitting IT service companies. Labor risks such as payment of overtime, unpaid salary in part or in full, minimum employment age and child labor risks, and rights of association are not in accordance with the requirements of national law and ESS2.

Ensuring that the terms and conditions for workers are in accordance with the requirements of national law and this ESS (covering terms and conditions of employment; non-discrimination and equal opportunities; discrimination in relation to recruitment; prohibition of forced labor & child labor; discrimination in providing benefits; grievances and workers' rights), is important. The risks

will be mitigated by the application of the national labor laws (e.g., on wages, working hours, insurance etc.).

The risk of GB/SEA/SH are mitigated in the parent project by the application of a set of measures including Code of Conduct (CoC) for workers that have been included in all grant agreements processed under Techstart and, as verified by the ESO, these have been signed by all employees/workers or firms who have been awarded grants. Workers have also been provided information about the contents of the CoC. Similarly, the GMs for workers and beneficiaries have features to accept and process GBV/SEA/SH complaints, including special pathway for anonymous complaints. This practice will continue to be followed for under the AF.

4. BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS

Below is the overview of the key aspects of Palestinian Labor Law (No. 07 of 2000), the Council of Ministers Act 11, 2012, and the terms and conditions of work in ESS2, para 11.

➤ *The Working Contract*

The individual work contract is an explicit or implicit written agreement, which had been concluded between an employer and a worker for a limited or unlimited period of time or for the accomplishment of a certain work, in accordance with which the worker shall undertake to perform work for the benefit of the employer and under his/her management and supervision, and in which the employer shall undertake to pay the wage agreed upon to the worker. The maximum duration of the limited period work contract concluded with the same employer shall not exceed two successive years, including the instances of renewing such contract.

➤ *Minimum Wages*

The “Committee on Wages”, formed by the Council of Ministers Resolution No. (46) Of 2004, determines the minimum wage limit which has to be issued through a decision by the Council of Ministers. The “Committee on Wages” has determined the minimum wages and these wages were issued by the Council of Ministers Resolution No. (11) of 2012 regarding the adoption of the minimum wage in all areas of the Palestinian National Authority. In 2021, the committee revised the minimum wage, and a new minimum wage has been enacted by the Council of Minister Resolution No. (4) of 2021 (1,880 NIS per month).

➤ *Payment Regularity*

According to Article (82) of the PLL:

1. The wage shall be paid to the worker using the circulated legal currency, provided that the payment is conducted according to the following:
 - a. On the working days and in the workplace.
 - b. At the end of each month in relation to workers paid based on a monthly wage.

- c. At the end of each week in relation to workers, working on unit production or hourly or daily or weekly basis.
2. The worker's wage payment may not be delayed for a period exceeding five days from the wage regular payment date.

- Deductions from Payment of Wages

According to Article (83) of the PLL:

1. With the exception of the following, no amounts may be deducted from the worker's wage:
 - a. In pursuance of a final judicial judgement.
 - b. For any loan due for the employer, provided that each deduction does not exceed (10%) of the related worker's basic wage.
 - c. The fines imposed upon the worker in pursuance to the provisions of this Law or the regulations issued according to it.
2. The total of deductions made under subparagraphs (b and c) in Paragraph (1) above may not exceed (15%) of the worker's basic wage.

The provisions of Article (83) of the PLL complies with the ESS2 (Paragraph 11) requirement that states" *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*".

- Insurance and compensations

According to Articles (116) through (130) of the PLL: "The employer of direct, contracted and primary supply workers must insure all their workers against work injuries at licensed insurance providers in Palestine". The insurance made by the employer for the workers will pay compensation for work-related damage that caused any deterioration to the employee's health and will cover the subsequent, necessary treatment and give compensations as illustrated in Articles (116) through (130). If the work injury resulted in the death or in a permanent total disability, the heirs in the first instance and the injured worker in the second one shall be entitled to a cash compensation that is equal to the wage of (3,500) working days or (80%) of his/her basic wage for the remaining period until he/she reaches the age of sixty years, whichever is greater.

➤ **Working hours, Rest Periods and Weekly Holiday**

According to Articles (68) through (73) of the PLL:

The actual working hours shall be forty-five hours per week. Government employees work for 7 hours a day, (Sunday through Thursday), totaling 35 hours per week. The daily working hours shall include one or more resting periods, the total of such periods shall not exceed one hour, taking into consideration that the worker shall not work for more than five consecutive hours. The duration of rest between working days is one day on Friday for contracted workers and two

days for direct workers. Friday is the weekly rest period (holiday) unless the interest of the work requires the allocation of another day, provided that such day is taken by the worker on a regular basis.

➤ **Leave**

According to Articles (74) through (80) of the PLL:

An employee will have the right to enjoy paid leave for at least 14 days, sick leave of 14 days, sick leave of additional 14 days with half of salary/ wage, this is also in accordance with bylaw No. (10) of 2021. Leave does not include maternity leave which is 70 days. The worker shall have the right to paid leave on religious and official holidays, which is not considered or counted as annual leave. Workers working according to limited period work contracts, including those working according to occasional work contracts or seasonal work contracts, shall enjoy the same rights and be under the same obligations, which the workers working according to unlimited work contracts are subject to in the same work conditions, taking into consideration the special provisions related to the work for a limited, occasional, and seasonal period.

➤ **Women**

According to Articles (74) through (80) of the PLL:

Palestinian Labor Law includes provision for prohibition of discrimination between men and women. Employment of women is prohibited in the following jobs or under the following conditions: dangerous or hard works, extra working hours during pregnancy and during the first six months after delivery, and during night hours except for the works defined by the Council of Ministers.

The working woman who had spent a period of one hundred and eighty days at work prior to each delivery, shall have the right to a paid maternity leave for a period of ten weeks, including at least six weeks after the delivery. The working woman may not be dismissed from her work because of the maternity leave unless it is proven that she worked in another work during such leave. The breastfeeding mother shall be entitled to a period or periods for breast feeding during work hours, the total of which shall not be less than one hour per day for a period of one year from the date of delivery. The breastfeeding hour, mentioned above, shall be counted as part of the daily working hours. According to the work interest, the working woman may obtain an unpaid leave to foster her child or accompany her husband.

Labor disputes

According to Articles (60) through (67) of the PLL:

Palestinian Labor Law includes provision for workers exemption from legal fees arising from work-related disputes and allows to unionize. A bipartite committee will settle any disputes that may arise from the implementation of any work-related agreement. The court has jurisdiction over labor related disputes.

The Palestinian Labor Law applies to direct workers and contracted workers, who are employed on full-time basis. Terms and conditions of direct/contracted workers hired on part-time basis are determined in their individual employment contracts.

➤ **Termination of contract**

According to Article (46) of the PLL:

1. Any of the two parties to the indefinite period work contract may terminate such contract by sending with a receipt of delivery to the other party a month prior to the termination of the work.
2. The worker who receives a notice of termination of the work contract from the employer shall have the right to be absent from work during the second half of the notice's duration. His/her absence shall be deemed to constitute actual work at the installation.
3. It shall be considered as an arbitrary termination of the contract if it is terminated without the presence of due causes for its termination.

According to Article (39) of the PLL:

The following instances will not justify the termination of work by the employer:

1. Affiliation with a union or participating in a union's activities after working hours, or during working hours in case the employer gives his/her consent.
2. The worker's request that he/she represents the workers or his/her current or past representation of such workers.
3. The worker's bringing a lawsuit against the employer or his/her participation in proceedings against the employer claiming his/her violation of the Law, in addition to the worker's filing a complaint before the competent administrative bodies.

Key Gaps between ESS2 and National Labor Law

The key gaps between ESS2 and the Palestinian national Labor law include: 1

The West Bank and Gaza, as designated occupied territories, are unable to be a member of the ILO, and as such they have not ratified any ILO Conventions.

1 World Bank ESS2 Country Briefing- West Bank & Gaza, ERGON, August 2020.

Not all labor laws are fully aligned with ESS2. Important areas for consideration relate to:

- Forced labor: Forced, involuntary, bonded labor etc. are not addressed by the Labor Law No. 7 of 2000. There is no specific provision in national legislation punishing the exaction of forced labor.
- Discrimination: Gender discrimination in the different aspects of the employment relationship, including in recruitment, promotion and terms and conditions of employment, is not expressly prohibited. Discrimination against a number of personal characteristics is not expressly prohibited under the Labor Code, including race, political belief, language, sexual orientation or gender identity. Sexual harassment is not expressly prohibited by law.
- Contracted and primary supply labor: National law does not contain specific requirements on the use of contracted labor or on the use of primary supply labor.

As an essential mitigation measure to address the gaps in the Palestinian National Labor law regarding labor dispute issues and to provide the workers with a non-judicial procedure, the parent project has established a Workers' Grievance Mechanism under the parent project that is described later in this LMP and which will be used in the AF.

5. BRIEF OVERVIEW OF LABOR LEGISLATION: OCCUPATIONAL HEALTH AND SAFETY (OHS)

The workers engaged with project activities will remain the same as the parent project/Techstart, who will be exposed to limited health and safety risks of low significance. However, the Palestinian Labor Law No. 07 of 2000 is applicable to project workers and the following points among others set out in ESS2 will be ensured:

- All potential risks to project workers' health and safety will be identified by all parties who employs workers and develop and implement procedures to establish and maintain a safe working environment, including workplaces and processes under their control;
- The contractor will report any accidents, diseases and incidents. Also remedies for adverse impacts such as occupational injuries, disabilities and diseases will be provided.

6. RESPONSIBLE STAFF

The TechStart AF will be implemented under direct supervision and management of the PIA, with overall management and supervision of MTIT. The following table shows the individuals responsible within the project to engage and manage project workers:

Activity	Responsible Staff
Engagement and management of the Project direct workers	ESO at PIA

Activity	Responsible Staff
Engagement and management of the Project contracted workers	ESO at PIA and benefitting companies
Engagement and management of suppliers' workers	The suppliers and PIA
Addressing workers' grievances	The suppliers and benefitting companies in coordination with the ESO

7. Policies and Procedures for Management of Labor Issues Under the Project

This section sets out the mitigation measures that will be adopted by the project to address the labor-related risks including those relating to specific risks to workers posed by COVID-19. The employment of project workers (direct and contracted) will 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, such as recruitment, compensation, working conditions and terms of employment, access to training, promotion, or termination of employment.

Terms and Conditions of Employment

The following measures were developed and monitored by the ESO under the parent project to ensure fair treatment of all employees/workers. The measures will be used under the AF:

- All project workers will be provided with an employment contract with clear work terms and conditions and setting out their rights under the national labor law, including information regarding their terms and conditions of employment, hours of work, wages, overtime, compensation and benefits, holidays, leaves, etc. and will have the contents explained to them. Workers will sign the employment contract.
- All project workers employed for the purpose of the project will be above 18 years.
- Maximum working hours for project workers will not exceed forty-five hours a week, unless otherwise stated in their employment contract in accordance with the Palestinian Labor Law.
- All project workers will be covered with injury insurance.
- All project workers will be paid on a regular basis as required by national law.
- The project will ban the use or support of child, forced or compulsory labor.

The following provisions apply to direct workers

- All workers will be entitled to breaks from work of one-hour meal break each workday taking into consideration that the worker shall not work for more than five consecutive hours. One day or two days a week is the weekly rest period. They will also be provided with leave entitled under the Labor Law.
- Workers will be provided a pension contribution and deductions will be made from their salaries for their contribution in accordance with the Labor Law.
- All direct workers from PIA will be made aware of the GM (as specified under this LMP) available at the project site. They will also be able to lodge complaints to the special referral pathways for grievances on GBV, SEA, SH.
- The workers will be informed at least two months before their expected release date of the coming termination;
- The workers will not pay any hiring fees. If any hiring fees are to be incurred, these will be paid by employer;
- The contracts will be written in Arabic language;

These provisions will apply for contracted workers

- List of contracted workers employed by the IT service companies and evidence of employment will be submitted to MTIT and PIA by the selected companies.
- An internal transparent and accountable system will be established within the selected IT service companies to address issues of GBV and SEA/SH. Details of this system will be shared with MTIT and PIA prior to signing any contracts.
- The leave policy of the selected companies will be shared and confirmed that it is in line with the Palestinian Labor Work.
- All workers will be made aware of the workers' GM (as specified under this LMP) available at IT service companies, and will also be able to lodge complaints to the special referral pathways for grievances on GBV, SEA, SH.
- PIA will include in the agreements as requirement for IT service companies to report on issues such as incidents related to COVID-19, non-compliances, and penalties for non-completion.
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- The selected IT service companies will implement the project Code of Conduct. The Code of Conduct includes provisions relating to GBV, SEA, and CAE. The Code of Conduct will continue to be used in the AF.

8. AGE OF EMPLOYMENT

A child under the age of 15 will not be employed or engaged in connection with the Project (This is according to the Palestinian Labor Law No. 7 of 2000, article No. 93; and ESS2 requirements).

The employer will be required to verify, identify and document the age of all workers. This will require workers to provide official documentation, which could include a birth certificate, ID's for

those above 16, or birth certificates or medical or school record or parents IDs for those of age 15 to 16.

If underage workers are found working on the Project, measures will be taken to immediately terminate the employment or engagement of the child in a responsible manner. A regular review and checkup will be conducted by ESO at PIA to make sure no underage workers are still working on the Project.

9. TERMS AND CONDITIONS

The provisions of the LMP do not apply to MTIT civil servants and PIA workers who may work full-time or part-time for the project but have not been formally transferred to the project. These workers will remain subject to the terms and conditions of their existing employment agreement, except for the LMP provisions for forced labor, child labor and safety consideration.

The parent LMP has set terms and conditions for the contracted workers which were prepared in line with the Palestinian Labor Law and General Conditions of the World Bank Standard bidding documents. The AF will use the LMP for the parent project which is updated specifically for the AF.

10. GRIEVANCE MECHANISM

In Palestine, the right of the public to complain is ensured by the grievance bylaw approved by the Ministerial Cabinet on 9/3/2005 and updated on 8/3/2009. Citizens and beneficiaries of TechStart can raise their complaints anytime during the implementation and operation of the project and that their complaints must be settled.

The appropriate partner for the implementation of the Grievance Redressal Mechanism (GRM) is PIA, which is responsible for working with related institutions and assisting with the implementation of the GRM.

10.1 Project GM

A grievance redress mechanism (GRM) is already in place for this project to ensure that PAPs have the access to a viable system to air grievances and to seek resolution with no intimidation or coerciveness. The grievance system is also important for PIA to ensure they are accountable to complaints and that these complaints are handled transparently and efficiently

The GRM system includes complaints related to GBV including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) and labor related grievances, provided with special referral pathways. A detailed GRM manual that includes guidelines on filing and handling complaints at the parent project's level is finalized with the support of the World Bank consultant including GBV complaints. For the AF, channels to accept and respond to GBV grievances, while ensuring

high confidentiality, will be communicated to the project's affected parties during the consultation meetings and throughout project implementation. Training will also be provided by a GBV expert for the ESO on detection of cases of gender-based violence and handling of inquiries, complaints and grievances related to GBV. The ESO will be responsible for managing this type of complaints with high priority, seriousness, data protection and privacy through channeling the complaint to the Head of PMU and to follow-up on it, in coordination with the DAI Corporate Ethics and Compliance Officer or Director of Safeguarding.

The GM from the parent project will be used in the AF.

Anyone from the affected communities or anyone believing they are affected by the Project can submit a grievance. Complaints shall be filed using one of the following methods:

- To control the risks of virus transmission during Covid-19 pandemic, the complainants will be advised to submit their complaints electronically via the electronic grievance form that is available at the following link on TechStart website: www.Techstart.ps.
- The complainant can also download the Complaints' form from the TechStart website, fills it and sends it via email using the following email address: TechStart_Complaints@dai.com.
- Verbally by calling the Complaints Line: the complainant can call the following number: +970-2-298 8530 to file a complaint.
- In person: the complainant files a complaint by filling and signing a form at the TechStart offices in Ramallah at this address: Haifa Building, 4th floor, Al-Irsal- Ramallah- Palestine Or in Gaza at this address: Bank of Palestine Building, 8th floor, Gaza.. Grievances should be resolved within **thirty days** from the date of receipt of the complaint.

The grievance must include the following information:

- The name, position and address of the complainant
- The date of issuance of the decision appealed against and the date of its publication, or the date of announcing the decision appealed against
- The subject matter of the decision being appealed against and the reasons on which the appeal is based

Where possible it is desirable that complaints are submitted in writing by the complainant. Should the complainant not wish to comply with this request and submit the complaint verbally, then the complainant information and the details of the complaint should be entered in the GRM Tracking Matrix. The project GM is described in more details in the project Stakeholder Engagement Plan (SEP). The parent project has recorded three project specific grievances. The registered complaints were related to project selection of beneficiaries. In line with the GM manual, all complaints were documented, accepted, resolved and closed within the proposed

time frame in the GM manual. The PIA provided a written response and full clarification about the selection criteria that was conducted by the technical committee and clear reasons behind the rejections. Two complainants were not satisfied by the responses provided by PIA and escalated their grievances to the Bank.

10.2 Grievance Mechanism for PIA workers (DAI workers)

PIA developed and implemented a grievance mechanism for their workers/staff. The PIA direct workers including project managers and supervisors who are assigned to work on this Project are referred to contact the DAI's Chief Ethics and Compliance Officer directly at +1-301-771-7998 or at ethics@dai.com. If any employee wishes to remain anonymous, he /she can visit www.dai.ethicspoint.com and choose "To Make a Report.". A hotline number is also provided at +1-503-597-4328. All reports will be reviewed and responded.

10.3 Grievance Mechanism for workers at supported firms

PIA required selected IT service companies to develop and implement a grievance mechanism for their workforce including workers who will be employed or trained by the project, prior to the start of any activities. The selected IT service companies shall provide a clear labor GM for the IT graduates who will be employed or engaged in connection with the AF. The GM included special referral pathways for workers' grievances on GBV and SEA/SH with referral to the PIA's GRM. This grievance mechanism also addresses child labor, GBV and sexual harassment related grievances. As a result, it develops features to accept and respond to anonymous complaints.

Teshstart project is responsible for working with related companies and assisting them with the implementation of the GRM.

Selected IT service companies will be requested to inform the workers about the available tools to lodge grievances such as telephone numbers and email. The workers' grievance mechanism include:

1. Procedure to receive grievances such as comment/complaint form, suggestion boxes, email, and telephone line,
2. Stipulated timeframes to respond to grievances,
3. A register to record and track the timely resolution of grievances, and
4. Responsible office/department to receive, record and track resolution of grievances.
5. Provisions for handling of GBV in the GRM;

11. CONTRACTOR MANAGEMENT

PIA after receiving bids/RFP from the benefiting companies ensures that the suppliers and benefiting companies are legitimate and licensed according to the Palestinian Labor Law.

The Project SEP, and this LMP form and integral part of the bidding documents/RFP to be issued to benefiting companies, and shall also be part of the awarded contracts to them. In addition, proper training and orientation to benefiting companies will be made by the ESO at PIA at different stages of project implementation, to ensure full understanding and compliance.

Performance of benefiting companies will be managed and monitored by the ESO at PIA. Supervision checkups will be conducted to ensure social compliance with the SEP and LMP. Benefiting companies' labor management records and reports may include: (a) a representative sample of employment contracts; (b) records relating to grievances received and their resolution; (c) reports relating to incident related to COVID-19, non-compliances, and penalties for non-completion; and (d) records relating to incidents of noncompliance with national law.

12. PRIMARY SUPPLY WORKERS

The primary suppliers to the AF materials shall be local companies and formal businesses buying materials of high standards from Israel and international companies. These sectors are not known to involve significant risks of child labor and forced labor. In all cases where primary suppliers will be engaged, suppliers will be required to inquire during their procurement process whether the supplier has been accused or sanctioned for any of these issues and also their corporate requirements related to child labor, forced labor, -GBV/SH and safety.

If there are any risks related to child and forced labor, and safety identified, PIA will prepare the procedures to address these risks. Suppliers will be vetted using a different form which screens the supplier in regard to compliance with taxes, certification, licensing, public liability certificate and workmen's compensation. A separate form requires that the primary supplier identify the company's permanent staff, and declare any current or prior arbitrations as well as any criminal convictions. Suppliers will be subject to review.