

April 2019

Project Accountability Policy



European Bank
for Reconstruction and Development

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Section I: Purpose

EBRD is committed to promoting sustainable development in all of its investments, as a key contributor to economic transition. To ensure that the environmental and social practices of Bank Projects meet EBRD standards, the Bank requires that Projects comply with its Environmental and Social Policy. In addition, the Bank is required to disclose certain Project information to the public in accordance with its Access to Information Policy, to enhance transparency and accountability, improve discourse with affected stakeholders, and foster good governance.

The Independent Project Accountability Mechanism (IPAM) of EBRD further affirms these commitments. IPAM independently reviews issues raised by individuals or Organisations concerning Bank-financed Projects, which are believed to have caused,

or to be likely to cause, harm. The purpose of the mechanism is to facilitate the resolution of social, environmental and public disclosure issues among Project stakeholders; to determine whether the Bank has complied with its Environmental and Social Policy and the Project-specific provisions of its Access to Information Policy; and where applicable, to address any existing non-compliance with these policies, while preventing future non-compliance by the Bank.

IPAM is an independent function, governed outside the Bank's investment operations (i.e., outside of Bank management), with a direct reporting line to the Board of Directors through its Audit Committee.

This Policy supersedes the 2014 Project Complaint Mechanism (PCM) Rules of Procedure.

Section II: Definitions

Terms used in this Policy have the following meanings:

Access to Information Policy	the EBRD's Access to Information Policy (2019) or an earlier version of the EBRD's policy on access to information in force at the time the Project was approved by the Board or, if the Board has delegated the approval authority, by Bank management, including any related Directive;
Annual Report	the annual report prepared by IPAM in accordance with Section VIII of this Policy;
Assessment Report	the assessment report prepared by IPAM in accordance with Section III, Paragraph 2.3 of this Policy;
Audit Committee	the Audit Committee of the Board;
Bank (or EBRD)	the European Bank for Reconstruction and Development;
Board	the Board of Directors of the Bank;
Business Day	a working day on which the Bank is open for business in London and its Resident Offices;
Case (or Casework)	the consideration of a Request under this Policy following its registration;
Case Registry	the registry of Cases created in accordance with Section III, Paragraph 3.1 of this Policy, which can be found on the IPAM website;

Client	the individual(s) and/or the entity(ies) that is(are) responsible for the implementation of a Project;
Compliance Assessment Report	the compliance assessment report set out in Section III, Paragraph 2.6 of this Policy;
Compliance Review Report	the compliance review report set out in Section III, Paragraph 2.7 of this Policy;
Environmental and Social Policy	the EBRD's Environmental and Social Policy (2019) or an earlier environmental and social policy in force at the time of Project approval;
Independent Project Accountability Mechanism (IPAM)	the independent project accountability mechanism established under this Policy;
IPAM Head	the head of IPAM, responsible for the running of IPAM, the implementation of this Policy and for making the decisions that are the responsibility of IPAM under this Policy;
Management Action Plan (MAP)	the management action plan set out in Section III, Paragraph 2.7.1 of this Policy;
Monitoring Report	the monitoring report prepared by IPAM in accordance with Section III, Paragraph 2.5 or 2.8 of this Policy;
Organisation	any entity, association or group around which civil society voluntarily organises itself, representing specific interests of a community or civil society. Organisations include community-based organisations, civil society organisations, non-governmental organisations, Indigenous peoples' organisations, business associations and trade unions;
Parties	the individuals, entities and Organisations with a direct interest in a Case. Parties may include (but are not limited to): the Requesters; their Representatives, if any; the relevant Bank department, team or unit; the Client; and other Project financiers or other entities responsible for the implementation of a Project;
PCM Rules of Procedure	the 2014 Project Complaint Mechanism Rules of Procedure;
Problem Solving Report	the problem solving report prepared by IPAM in accordance with Section III, Paragraph 2.4 of this Policy;
Problem Solving Summary	the problem solving summary prepared by IPAM in accordance with Section III, Paragraph 2.4 of this Policy;
Procurement Rules	the procurement rules of the Bank as set out in its Corporate Procurement Policy dated 8 November 2017, related Directive as well as any applicable procedures as amended from time to time;

Project-affected People	one or more individuals who live in an area that is impacted, or likely to be impacted, by a Project, who have experienced (or are likely to experience) environmental, social or cultural harm as a direct or indirect result of a Project. Harm may be related (but is not limited to): labour and working conditions; health and safety; pollution; land acquisition, involuntary resettlement or economic displacement; impacts to biodiversity, protected areas, or the sustainable management of living natural resources; loss of tangible or intangible cultural heritage, or a lack of stakeholder engagement or information disclosure;
President	the President of the Bank;
Project	the set of works, goods, services and/or business activities defined in Bank financing agreements and for which EBRD financing is sought by a Client, and as approved by the Board or, if the Board has delegated the approval authority, by Bank management;
Request	the request submitted by a Requester to IPAM under this Policy;
Requester	the individual(s) or Organisation(s), as the case may be, submitting a Request;
Representative	any individual(s) or Organisation(s) who Requesters elect to represent them under this Policy;
Retaliation	any detrimental act recommended, threatened or taken (directly or indirectly) against any person to silence him or her, prevent his or her interaction with IPAM, or prevent the submission or continued processing of a Request. Forms of Retaliation include harassment, attempts of intimidation, discriminatory treatment, withholding of entitlement, risks to livelihood or reputation and threats of physical violence, criminalization or incarceration;
Vulnerable People	people or groups of people who may be more adversely affected by Project impacts than others by virtue of characteristics such as their gender, gender identity, sexual orientation, religion, ethnicity, Indigenous status, age (including children, youths and the elderly), physical or mental disability, literacy, political views, or social status. Vulnerable individuals and/or groups may also include, but are not limited to, people in vulnerable situations, such as people living below the poverty line, the landless, single-headed households, natural resource dependent communities, migrant workers, refugees, internally displaced people, or other displaced persons who may not be protected through national legislation and/or public international law.

Section III: Scope

1. Functions and Governance

1.1. IPAM has two complementary, non-judicial and non-adversarial functions for handling Requests:

- a) The Problem Solving function, which supports dialogue between Requesters and Clients to resolve the environmental, social and public disclosure issues underlying a Request, without attributing blame or fault. IPAM engages with Project-affected People, Clients, and other stakeholders as a neutral third party, in order to help find mutually-satisfactory resolutions through flexible, consensus-based problem-solving approaches; and
- b) The Compliance function, which determines whether EBRD has complied with its Environmental and Social Policy or the Project-specific provisions of its Access to Information Policy in respect of a Project. As such, the Compliance function only deals with the compliance of the Bank, rather than the compliance of the Client. IPAM engages with Project-affected People, Bank staff, Clients and other stakeholders in order to determine whether the Bank, through its actions or inactions, has failed to comply with any provision of the Environmental and Social Policy (including any provision requiring the Bank to monitor Client commitments), or the Project-specific provisions of the Access to Information Policy. If EBRD is found to be non-compliant with either of the policies above, the Compliance function also proposes Project-specific and procedural changes to Bank practices to address existing non-compliance, prevent future non-compliance and promote institutional learning and capacity building.

1.2 **Other Functions.** IPAM also has a mandate to:

- a) Identify institutional learnings that distinguish common challenges, provide constructive recommendations and promote a culture of continuous learning at EBRD. Detailed provisions related to IPAM's institutional learning and advisory function are set out in Paragraph 3.2.
- b) Conduct outreach among internal and external stakeholders, in order to ensure that IPAM's purpose, functions and activities are known and understood. Detailed provisions relating to IPAM's outreach function are set out in Paragraph 3.2.

1.3 **Guiding Principles.** IPAM carries out these four functions while guided by principles of:

- a) *Independence and Impartiality:* gaining confidence from all Parties through IPAM's independence from Bank management and its fair and objective treatment of all Case stakeholders;
- b) *Transparency:* keeping Parties informed about Case progress, the mechanism's activities, and the types of outcomes available through IPAM;
- c) *Predictability:* offering clear, consistent processes and procedures;
- d) *Equitability:* working to ensure that all Parties have reasonable access to the information necessary to engage in IPAM processes on fair and informed terms, while respecting appropriate confidentiality requirements; and
- e) *Accessibility:* working to be known to individuals and groups that could use IPAM; ease barriers to access; operate in a culturally-appropriate and gender-responsive manner; and promote safe access to IPAM through confidential Case handling, Retaliation risk assessment and risk mitigation measures.

1.4 Accountability at EBRD is a Bank-wide effort, incorporating multiple and interconnected roles and responsibilities for IPAM, the Board and Bank management. The IPAM Head leads the implementation of the Bank's project accountability mandate under this Policy, as described in Paragraph 3.3 below.

1.5 IPAM operates independently, with a direct reporting line to the Board. The roles and responsibilities of the Audit Committee with respect to IPAM are reflected in the terms of reference for that committee.¹ Provisions relating to the operation of IPAM are set out in Paragraph 3.3 below.

2. **Process for handling Cases**

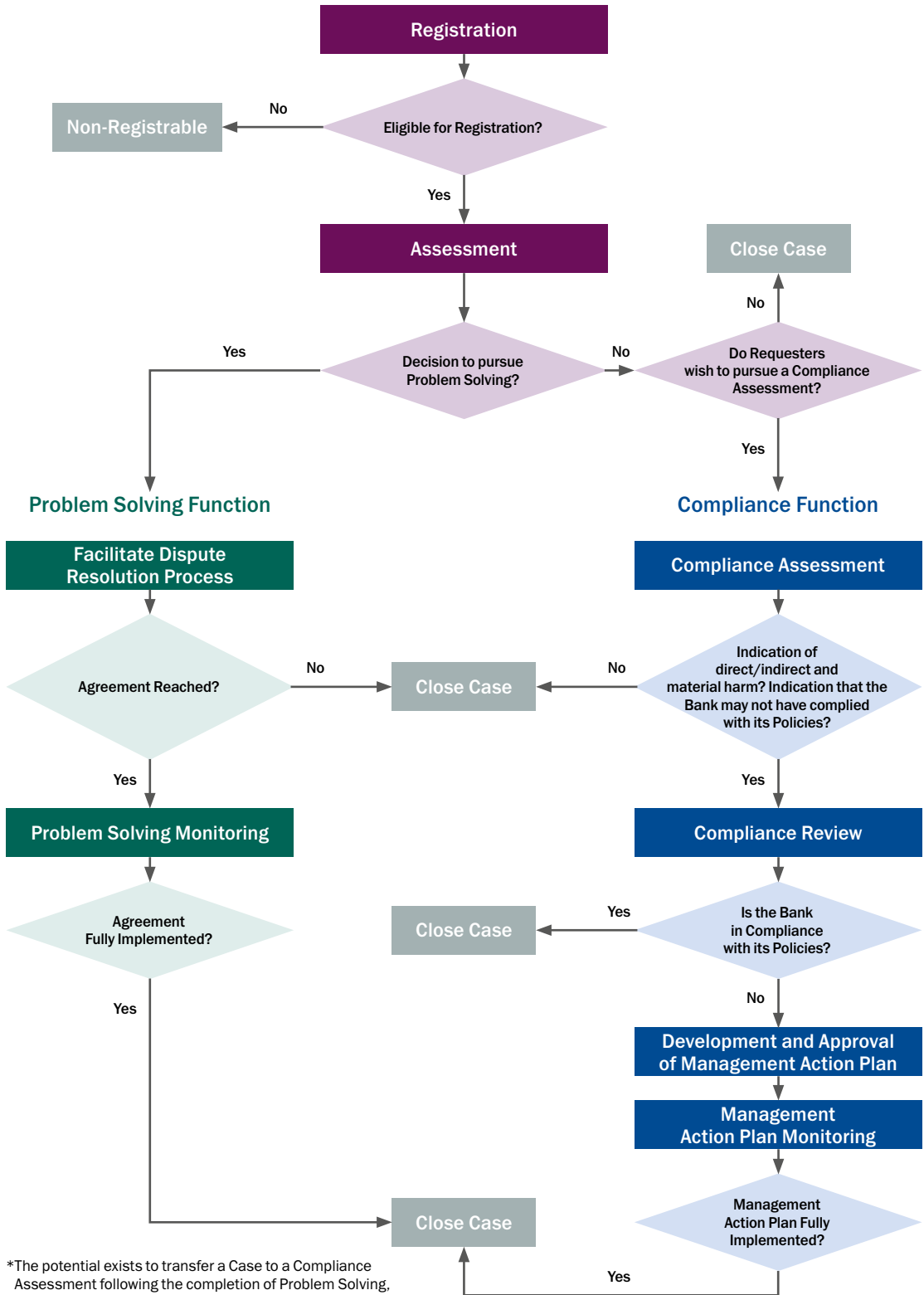
The IPAM Case handling process may encompass some (but not necessarily all) of the following stages (Figure 1):

- a) Registration;
- b) Assessment;
- c) **Option A:** Problem Solving, followed by Problem Solving Agreement Monitoring, if applicable; and/or

Option B: Compliance Assessment, followed by a Compliance Review and Management Action Plan Monitoring, if applicable (see Figure 1).

¹ The Audit Committee or any future Board committee to which the Board delegates this oversight function.

Figure 1: IPAM Case Handling Process Flow Chart



The objectives, criteria, approaches, reporting deliverables and possible outcomes for each stage of the Case handling process are detailed in Paragraph 2 below.

2.1 Submission of a Request

a) Who May Submit a Request.

- i. a Request may be submitted by individual(s) or Organisation(s) who believe themselves to be (or to be likely to be) affected by a Project;
- ii. IPAM will also accept, and consider the registration of, Requests submitted by Organisations that are not directly or personally affected by a Project. In these cases, IPAM will take the circumstances of the Request into account, and proceed with registration if the Request presents satisfactory information on:
 - a. proof of efforts made by the Requesters to engage with Project-affected People on the issues of concern, if such Project-affected People exist, and any feedback provided by Project-affected People in relation to the Request; and
 - b. the reasons preventing any such Project-affected People from submitting a Request themselves.

Requests submitted by Organisations that are not directly or personally affected by a Project, if registered, may be considered under IPAM's Compliance function.

b) How to Submit a Request to IPAM.

IPAM Requests may be submitted in any written format. While it is not required, Guidance on how to write and submit a Request is available in IPAM's Sample Request Form, found in Annex A and available on the IPAM website. IPAM may also be contacted for guidance on how to write and submit a Request. Requests can be submitted using:

- i. IPAM's secure, encrypted online Request Form, available on the IPAM website;
- ii. the IPAM Request Template (available in Annex A); or
- iii. any other written format;

provided to IPAM by email, fax, mail or in-person at:

E-mail: ipam@ebrd.com

Fax: +44 20 7338 7633

Mailing Address:

Attn: Independent Project
Accountability Mechanism
European Bank for Reconstruction
and Development,
One Exchange Square, London,
United Kingdom, EC2A 2JN

Requests may also be sent or delivered to any of the EBRD's Resident Offices (addressed to the attention of IPAM, at which point the Resident Office will forward Requests to IPAM). Addresses for the Bank's Resident Offices can be found at: www.ebrd.com/about/contacts/local.htm.

c) What Must be Included in the Request.

The Request must include the following information:

- i. the name(s) of the individual(s) or Organisation(s) submitting the Request;
 - a. Requesters may ask that the identity of some or all of the individuals or Organisations listed in the Request be kept confidential. IPAM is committed to protecting Requesters' identities, if confidentiality is expressly asked for in their Request. The Requester will be asked to provide rationale as to why they seek confidentiality in their Request, and if asked for by the Requesters, IPAM's Retaliation risk assessment may be triggered alongside the request for confidentiality, as set out in Paragraph 3.1(k).

- Confidentiality will be considered by IPAM as soon as possible following receipt of the Request and, in any event, prior to IPAM's decision regarding the Registration of the Request. All reasonable efforts will be made to maintain the confidentiality requested. If, however, IPAM reasonably believes that maintaining confidentiality will prevent a review of the Request, then IPAM will immediately notify the Requesters. IPAM and the Requesters will either agree on how to proceed or, if agreement on how to proceed is not possible, IPAM may terminate the process;
- ii. contact information for the Requesters (including a residential or mailing address and to the extent possible, a telephone number, email address and/or fax number);
 - iii. a description of the Project of concern that is sufficient to identify that it is an EBRD investment (e.g., the Project or Client name, the Project location or sector);
 - iv. a description of the harm or potential harm which the Project is believed to have caused, or to be likely to cause;
 - v. a description of either i) any good faith efforts the Requesters have made with the Bank and/or the Client to address the issues raised in the Request, and a description of the results of those efforts, or ii) an explanation as to why such efforts were not undertaken. IPAM will waive the requirement for good faith efforts to have been undertaken if it deems that such efforts would be futile or harmful to the Requesters or, if applicable, to the relevant Project-affected People.
- d) **Voluntary Inclusions in the Request.**
While not required, Requesters may also provide the following information in their Request if known, if desired or if available:
- i. a description of the outcomes that they are looking to achieve through the use of an IPAM process;
 - ii. whether the Requesters have an interest in exploring the Problem Solving option, the Compliance Review option, or both functions to address the issues raised in the Request;
 - iii. the specific Performance Requirements or provisions of the Environmental and Social Policy or Access to Information Policy that the Requesters believe have not been complied with by the Bank;
 - iv. any documentation of communications between the Requesters and the EBRD or the Client;
 - v. any other information or materials relevant to the Request, which may be included in or attached to the Request. This includes (but is not limited to) written or oral statements, photographs, images, videos, recordings, media reports or mapping; and/or
 - vi. the Requesters' **preferred** method of communication with IPAM (e.g., email, telephone, fax, posted mail, communication applications such as WhatsApp, or specific secure communications channels); and
 - vii. any concerns the Requesters may have regarding risks of Retaliation; or

- viii. **Representatives.** If desired, Requesters may identify a Representative who will assist them in the Case handling process. In these cases, the Request must contain written proof (such as a signed letter by the Requesters) of the Representative's authority to act on behalf of the Requesters in relation to the Request. The Requesters must indicate whether they wish their Representative to act as the point of contact for all formal communications between IPAM and the Requesters, in which case, contact information for the Representatives must also be provided. However, IPAM may communicate directly with the Requesters as necessary.
 - a. if a Request relates to operations that have not yet been approved, IPAM will inform Bank management and notify the Requesters and the Board via the Audit Committee accordingly. During Project preparation, Bank management will take the Request into account and inform IPAM in writing as to how the Requester's concern is being addressed.

c) **Scope and Exclusions.** A Request cannot be registered if it does not satisfy the requirements of Paragraph 2.2(b), or if:

- i. it relates solely to: the adequacy or suitability of EBRD policies, the Agreement Establishing the Bank, or non-operational issues such as internal administration or human resource decisions or activities;
- ii. it relates solely to the obligations of a third party, such as an environmental authority and the adequacy of their implementation of national requirements, or the obligations of a country under international law or treaty, rather than to issues that are under the control of the Bank or the Client;
- iii. it relates to matters in respect of which a Request has already been processed by IPAM or its predecessors (the Project Complaint Mechanism or the Independent Recourse Mechanism), unless new evidence or circumstances not known at the time of the previous Request are submitted;
- iv. it has been submitted fraudulently, frivolously or maliciously to seek to gain personal, competitive or other advantage, or address commercial or intellectual property-related disputes; and/or

2.2 Registration

- a) **Objective.** The submission of a Request will initiate the screening process described in this Paragraph 2.2. The purpose of the Registration stage is to screen Requests to confirm if they warrant registration with IPAM and, therefore, an Assessment of the Request under Paragraph 2.3.
- b) **Criteria.** A Request will be registered if:
 - i. it includes the mandatory information, listed in Paragraph 2.1(c);
 - ii. it raises issues, as deemed by IPAM, which relate to specific obligations of the Bank under the Environmental and Social Policy or the Project-specific obligations of the Bank under the Access to Information Policy; and
 - iii. it relates to a Project that the Bank has approved, where the Request is submitted within 24 months of the date that the Bank ceases to have a financial interest in the Project (i.e., as a result of full repayment, prepayment, disposal or otherwise).

- v. it solely raises allegations of fraud, corruption, ethics, integrity, public governance, domestic law, procurement-related issues, contractual matters or human resource matters:
 - a. Requests that raise allegations of fraud, corruption, ethics or integrity will be redirected to the Head of the Bank's compliance function.
 - b. Requests that raise procurement-related issues will be redirected to the head of the Bank's procurement function.
- d) **Other Determinants of Registration.** In determining whether a Request should be registered, IPAM will also consider:
 - i. whether processing the Case may duplicate, interfere with or be impeded by any other process brought by the same Requesters (or where the Requesters are a group of individuals or Organisations, by some members of the group) regarding the same Project and/or issues; and
 - ii. whether the Requester has raised issues in the Request with the Client's dispute resolution or grievance mechanism, with the independent accountability mechanism of a co-financing institution, or before a court, arbitration tribunal or other dispute resolution mechanism and, if so, IPAM will also consider the status of those efforts.
- e) **Approach.** IPAM will screen a Request for registration by considering the contents of the Request; any supporting documentation included with the Request, if applicable; any publicly available information; and/or any other Project-specific or relevant information provided by Bank management, the Client or the Requesters.
- f) **Suspension of a Request.**
 - i. if IPAM is unable to register a Request because it fails to meet the criteria set out in Paragraph 2.2(b), and, in the opinion of IPAM, it is possible for the Requesters to remedy this failure, IPAM will notify the Requesters (or their Representatives, if any). IPAM will then suspend the Registration decision and allow the Requesters a reasonable opportunity to correct the omission and re-submit the Request, as described in Paragraph 3.1(n) below;
 - ii. if the Requesters did not make good faith efforts to address the issues raised in the Request with the Bank and/or the Client (and did not provide a satisfactory explanation to IPAM as to why such efforts could not be undertaken), IPAM will consult with the Requesters regarding the omission;
 - a. unless the requirement is waived in accordance with Paragraph 2.1 c)vi., IPAM may subsequently suspend the Request registration and forward the Request to Bank management. Bank management will have a maximum of 45 Business Days, at the discretion of the IPAM Head, to make good faith efforts to address the issues raised (as identified in Paragraph 3.1(n)). During the suspension period, IPAM will monitor the status and progress of any suspended Request. IPAM may lift the suspension and register the Request for further Case processing if Bank management or Client efforts, in the opinion of IPAM, have not resolved the issues raised in the Request. IPAM will consult with the Requesters and Bank management in making such determinations.

- g) **Outcome.** IPAM will register a Request if it meets the criteria set out in Paragraph 2.2(b), does not fall within any of the exclusions set out in Paragraph 2.2(c) and if IPAM deems that registration is appropriate in light of its consideration of the other determinants of Registration set out in Paragraph 2.2(d). IPAM will notify the Requesters, Bank management and the Client of its decision, and will submit new Request registrations to the Board and the President for information. Where deemed necessary, IPAM may brief the Board on newly registered Requests as part of its quarterly reporting, or on an as-needed basis. IPAM will publish registered Requests on the IPAM Case Registry:
- i. when Bank management submits a newly proposed Project to the Board or the relevant approver (if the Board has delegated the approval authority), it will first establish if the proposed Client has ever been a Party to a Case reviewed by IPAM or its predecessors, and determine, in conjunction with IPAM, if this information, and the outcome of the Case, must be included in the submission for consideration by the Board or the relevant approver.
 - ii. following Registration, IPAM will close the Case if it becomes evident at any stage of the consideration of a Request that the criteria set out in Paragraph 2.2(b) are no longer met, or that any of the exclusions set out in Paragraph 2.2(c) apply.
 - iii. assess the Parties' willingness to engage in each function, while taking Requesters' preference among functions into account;
 - iv. consider the updated status of other grievance resolution efforts, if applicable, as per Paragraph 2.2(d); and
 - v. determine if :
 - a. the Case will proceed to Problem Solving, based on the agreement of the Requesters and the Client (and any other relevant Party(ies)); or
 - b. the Case will be transferred to a Compliance Assessment, if no agreement to pursue Problem Solving is reached, upon the express request of the Requesters; or
 - c. the Case will be closed.
- If the Parties are willing to engage in Problem Solving, this function will be pursued prior to the consideration of any transfer of the Case to a Compliance Assessment, unless IPAM deems otherwise.
- b) **Approach.** IPAM will assess the Case by:
- i. considering the contents of the Request, any supporting documentation included with the Request, as applicable, and any publicly available information;
 - ii. considering any Project-specific or relevant information provided by Bank management, the Client, and/or the Requesters, by engaging with the Requesters, other Project-affected People, Bank management, the Client and other relevant stakeholders; and
 - iii. undertaking a site visit to the Project area, except in exceptional cases where it is deemed unnecessary for an effective assessment by IPAM.

2.3 Assessment

- a) **Objective.** The Registration of a Request will initiate the Assessment process described in this Paragraph 2.3. The purpose of this stage is for IPAM to:
- i. develop a clear understanding of the issues raised in a Request;
 - ii. discuss the Problem Solving and Compliance functions, their scope and possible outcomes with the Parties;

c) **Outcome and Reporting.** Upon completion of the Assessment stage, IPAM will issue an Assessment Report describing the outcome of the Assessment process, and will:

- i. submit it to the Board and the President for information, if IPAM recommends proceeding further;
 - a) if the Parties have agreed to proceed to Problem Solving, the Assessment Report will be accompanied by terms of reference for the Problem Solving initiative that set out the scope, methods to be used, the timeframe for the initiative, the type of expertise required to carry out Problem Solving and other guiding principles for Problem Solving. To the extent possible, IPAM will consult with the Parties in the drafting of the terms of reference, or
- ii. submit it to the Board for approval to close the Case on a no objection basis, if IPAM recommends closing the Case.

In each circumstance, IPAM will make the Assessment Report available to the Requesters, Bank management and the Client, and will publish it on the Case Registry.

2.4 Problem Solving

- a) **Objective.** The purpose of Problem Solving is to:
 - i. facilitate dialogue between the Parties;
 - ii. pursue resolutions acceptable to all Parties, which resolve the issues raised in the Request; and
 - iii. facilitate the conclusion of agreements between the Parties.

b) **Approach.** Consistent with the objective of promoting the resolution of issues between the Parties, IPAM will:

- i. take into account all circumstances of the Case (including the nature of the issues raised, their urgency, and the reasonable likelihood of success), with a view to identifying the most appropriate approach to Problem Solving. Approaches will be chosen in consultation with the Parties, and may include: facilitated dialogue, mediation, conciliation, information sharing, joint fact-finding or supported negotiation;
- ii. engage external consultants to support and facilitate the dialogue process in accordance with the Procurement Rules and Paragraph 3.1(i), if deemed necessary by IPAM; and
- iii. not support agreements that would be contrary to EBRD policies or in breach of any applicable law.

c) **Termination.** The Problem Solving process may be terminated at any time:

- i. by IPAM, if in IPAM's view, following consultation with the Parties, the Problem Solving is no longer likely to lead to a positive outcome, and/or if the Problem Solving process has ceased to constitute an efficient use of resources, in which case IPAM will notify all Parties in writing; or
- ii. by any Party; Problem Solving is a voluntary process, and Requesters and Clients may withdraw from it at any time.

- d) **Reporting.** Upon completion of the Problem Solving stage, IPAM will:
- i. prepare a draft Problem Solving Report, presenting the outcomes of the initiative and circulate it for information to all Parties. If deemed necessary by the Parties due to confidentiality constraints, a Problem Solving Summary will be produced for disclosure purposes;
 - ii. submit the final Problem Solving Report or, if applicable, the final Problem Solving Summary to the Board and the President for information;
 - iii. make the final Problem Solving Report or Summary available to the Parties; and
 - iv. publish the Problem Solving Report (or Summary, if confidentiality constraints would prevent the publication of a full Problem Solving Report) on the Case Registry.

e) **Outcome.**

- i. if an agreement is reached, IPAM will monitor the implementation of the commitments made by the Parties thereunder, in accordance with Paragraph 2.5; or
- ii. if no agreement is reached, or if an early termination has occurred under Paragraph 2.4(c), IPAM will close the Case; or
- iii. in either case, if asked by the Requesters, IPAM will transfer the Case to a Compliance Assessment, in accordance with Paragraph 2.6; and
- iv. while considering confidentiality constraints, IPAM will share institutional learnings and associated recommendations with Bank management and/or the Board, derived from the Request, the Problem Solving initiative or its outcomes.

2.5 Problem Solving Monitoring

- a) **Objective.** IPAM will monitor the implementation of any agreements reached by the Parties through Problem Solving.
- b) **Criteria.** Problem Solving agreements will be considered implemented if they fulfil the following criteria:
 - i. the commitments made by the Parties in such agreements are being effectively carried out; and
 - ii. implementation timetables are being met.
- c) **Approach.** In its monitoring activities, IPAM will:
 - i. consult with the Requesters, the Client, Bank management and other relevant stakeholders;
 - ii. consider Project documentation, documentation submitted by the Requesters (or their Representatives, if any), the Client and publicly available information;
 - iii. undertake a site visit to the Project area, if deemed necessary by IPAM; and
 - iv. engage consultants on specific technical matters, if deemed necessary by IPAM. Consultant engagement will be undertaken in accordance with the Procurement Rules and Paragraph 3.1(i).
- d) **Monitoring Reporting.** IPAM will issue Monitoring Reports at least bi-annually, to:
 - i. describe IPAM's ongoing monitoring activities in respect of each open Case; and

- ii. provide updates on the status of each Problem Solving agreement implementation, until IPAM determines that full implementation of the relevant Problem Solving agreement has been achieved.

IPAM will submit draft Monitoring Reports to the Parties for comment, and consider any such comments in the finalisation of its Monitoring Reports. Monitoring Reports will be submitted to the Board and the President for information, made available to the Requesters, Bank management and the Client, and published on the Case Registry. If deemed necessary, IPAM will report any issues with the implementation of Problem Solving agreements to the Board as part of its quarterly reporting or on an as-needed basis. As set out in Paragraph 2.5(b), monitored Cases will be closed once IPAM determines that full implementation of the relevant Problem Solving agreement has been achieved.

2.6 Compliance Assessment

- a) **Objective.** The purpose of the Compliance Assessment is to assess whether a Request is eligible for a Compliance Review.
- b) **Criteria.** A Case is eligible for a Compliance Review if IPAM deems that:
 - i. upon preliminary consideration, it appears that the Project may have caused, or may be likely to cause, direct or indirect and material harm to the Requesters (or, if different, the relevant Project-affected People); and
 - ii. there is an indication that the Bank may not have complied with a provision of the Environmental and Social Policy (including any provision requiring the Bank to monitor Client commitments); or the Project-specific provisions of the Access to Information Policy, in force at the time of Project approval.

At any time during the Compliance Assessment, Bank management may agree that the Compliance Review eligibility criteria have been met in order to expedite the initiation of a Compliance Review.

- c) **Approach.** IPAM will appraise the Case by considering the documentation and information collected during the Assessment stage, as well as any new Project-specific and publicly available information. During this stage, IPAM will also:
 - i. discuss with the Requesters, Bank management, the Client and other relevant stakeholders;
 - ii. consider Bank management's written response to the Request, where a management response has been requested by IPAM, outlining the steps taken by the Bank to ensure its compliance with the Environmental and Social Policy or the Access to Information Policy; and
 - iii. consider the Client's written response to the Request, where the Client has elected to submit a response.
- d) **Outcome and Reporting.** Upon completion of the Compliance Assessment stage, IPAM will prepare a Compliance Assessment Report presenting its findings and:
 - i. submit it to the Board and the President for information, if it recommends proceeding to a Compliance Review, having determined that the criteria set out in Paragraph 2.6(b) are met. The Compliance Assessment Report will be submitted together with terms of reference for such Compliance Review, prepared on the basis of the issues raised in the Request and setting out the scope, the methods and the type of expertise required to carry out the Review, as applicable, as well as other guiding principles for the Compliance Review. To the extent

possible, IPAM will consult with the Parties in the drafting of the terms of reference; or

- ii. submit it to the Board for approval on a no objection basis, if IPAM recommends closing the Case, having determined that the criteria set out in Paragraph 2.6(b) are not met.

In each case, IPAM will make the Compliance Assessment Report available to the Requesters, Bank management and the Client, and publish it on the Case Registry.

2.7 Compliance Review

- a) **Objective.** The purpose of the Compliance Review is to determine whether the Bank, through its actions or inactions, has failed to comply with the Environmental and Social Policy or the Project-specific provisions of the Access to Information Policy, in respect of an approved Project. Where IPAM concludes that the Bank was not in compliance with either Policy, IPAM will recommend remedial changes related to the actions or omissions of the Bank, in accordance with this Paragraph 2.7. If EBRD is found to be non-compliant, further objectives of this stage are to:

- i. recommend Project-specific actions to bring the Bank into compliance in respect of the Project, and address the harm or potential harm associated with the findings of non-compliance;
- ii. recommend changes to EBRD practices, procedures, guidance or systems, to be implemented in an effort to avoid ongoing and future situations of non-compliance, both on the Project at issue and on other Projects; and
- iii. promote institutional learning and capacity building.

The Compliance Review does **not** assess the compliance or performance of the Client: it assesses the compliance of the Bank with the Environmental and Social Policy or the Project-specific provisions of the Access to Information Policy, in respect of a Project.

- b) **Criteria.** The Bank will be found to be non-compliant if it is determined by IPAM that, through its actions or inactions, the Bank has failed to comply with any provision of the Environmental and Social Policy (including any provision requiring the Bank to monitor Client commitments), or the Project-specific provisions of the Access to Information Policy, in respect of a Project.

- c) **Approach.** During the Compliance Review, IPAM will process the Case on the basis of the terms of reference referred to in Paragraph 2.6(d). IPAM will consider the documentation and information collected during previous stages, as well as any new Project-specific or publicly available information. Specifically, as part of the Compliance Review, IPAM will:

- i. discuss with the Requesters, Bank management, the Client and other relevant stakeholders;
- ii. undertake a site visit to the Project area, except in exceptional cases where it is deemed unnecessary by IPAM for an effective assessment; and/or
- iii. engage consultants on specific technical matters, if deemed necessary by IPAM. Consultant engagement will be undertaken in accordance with the Procurement Rules and Paragraph 3.1(i).

- d) **Compliance Review Report.** Upon the completion of the Compliance Review, IPAM will prepare a Compliance Review Report that presents its findings. If IPAM finds the Bank to be non-compliant with the Environmental and Social Policy and/or Project-specific provisions of the Access to Information Policy in respect of a Project, the Compliance Review Report will:
- i. identify the specific actions (or inactions) of the Bank that have led to the finding of non-compliance; and
 - ii. provide Bank Management with specific recommendations to address the findings of non-compliance:
 - a. at the Project level, identifying Project-specific actions to bring the Bank into compliance and address the harm or potential harm associated with the findings of non-compliance; and
 - b. at the procedural and systemic levels, identifying changes to EBRD practices, procedures, guidance or systems to bring the Bank into compliance and to avoid recurrence of such or similar situations on the Project at issue in the Request as well as in other Projects.

IPAM recommendations will take the prior Project-related commitments of the Bank or the Client into account, and may not recommend the award of compensation to the Requesters beyond that which may be expressly provided for in the Environmental and Social Policy; and

- iii. describe Management Action Plan Monitoring to be initiated following the preparation and approval of the Management Action Plan.

IPAM will then circulate the Compliance Review Report to the Parties for comment and will consider any such comments in the finalisation of the Compliance Review Report.

2.7.1 **Process Followed if IPAM Finds the Bank to Be Non-Compliant.**

- a) **Development of Management Action Plan.** Upon a finding of non-compliance, IPAM will send the Compliance Review Report to Bank management for the preparation of a Management Action Plan in response. For each finding of non-compliance, the Management Action Plan will identify:
 - i. Project-specific actions to be carried out by the Bank to bring the Project into compliance and to address the harm or potential harm associated with the findings of non-compliance, in accordance with the recommendations of the Compliance Review Report;
 - ii. changes to EBRD practices, procedures, guidance or systems, to bring the Bank into compliance and to avoid recurrence of such or similar situations (on the Project at issue in the Request or on other Projects), in accordance with the recommendations of the Compliance Review Report;
 - iii. an implementation plan and timetable to be followed to fulfil the commitments of the Management Action Plan; and
 - iv. an estimate of the human and financial resources required to implement the Management Action Plan.

b) **Development of Management Response.** Bank management may also prepare a Management Response addressing the findings of the Compliance Review Report, if it deems appropriate.

c) **Circulation of the Management Action Plan and Management Response.** Bank management will submit the draft Management Action Plan (and the Management Response, if any) to IPAM. Upon receipt, IPAM will send the draft Management Action Plan to Requesters (or their Representatives, if any) for review and comment, and append the Compliance Review Report for information.

d) **Finalisation of the Compliance Review Report.** Following receipt of Requesters' or Representatives' comments on the draft Management Action Plan, IPAM will have the opportunity to revise the recommendations (but not the findings) of the Compliance Review Report, taking Requesters' or Representatives' comments into account in the finalisation of the document.

e) **Finalisation of the Management Action Plan.** Following receipt of a) Requesters' or Representatives' comments on the draft Management Action Plan, if any, and b) the final Compliance Review Report, Bank management will have the opportunity to revise the Management Action Plan, taking Requesters' and Representatives' comments, and the revised Compliance Review recommendations, if any, into account in the finalisation of the document.

f) **Submission and Disclosure of Compliance Review Documents if the Bank Is Found Non-Compliant.** Upon a finding of non-compliance in respect of a Project, IPAM will submit the final Compliance Review Report; the final Management Action Plan; the Management Response, if any; and Requesters' or Representatives' comments on the draft Management Action Plan, if any, to the President and the Board. The Management Action Plan will be submitted to the Board for decision; the other documents relating to the finding of non-compliance will be submitted to the Board for information.

The IPAM Head will communicate to the Board, whether, in IPAM's view, the commitments identified in the final Management Action Plan adequately address the findings and recommendations of the Compliance Review Report. It will be the Board's decision to accept or reject the Management Action Plan in its entirety, based on its determination as to whether the Management Action Plan a) adequately addresses the findings and recommendations of the Compliance Review Report and b) is capable of bringing the Project into compliance with the Environmental and Social Policy and Project-specific provisions of the Access to Information Policy. If the Board rejects the Management Action Plan, it will be returned to Bank management for revision and will be re-submitted to the Board for approval.

IPAM will share the final Compliance Review documents (i.e., the final Compliance Review Report; the approved Management Action Plan; the Management Response, if any; and Requesters' or their Representatives' comments on the draft Management Action) with the Parties, and publish them on the Case Registry.

2.7.2 Process Followed if IPAM finds the Bank to Be Compliant:

- a) **Submission and Disclosure of Compliance Review Report if the Bank Is found Compliant.** Upon a finding of compliance in respect of a Project, IPAM will submit the final Compliance Review Report to the President and the Board for information and close the Case. IPAM will share the final Compliance Review Report with the Parties, and publish it on the Case Registry.

2.8 Management Action Plan Monitoring

- a) **Objective.** IPAM will monitor the implementation of approved Management Action Plans, in the context of the findings of non-compliance identified in the Compliance Review Report.
- b) **Criteria.** Management Action Plans will be considered implemented if they fulfil the following criteria:
 - i. the implementation plans and commitments set out thereunder are being effectively carried out; and
 - ii. implementation timetables are being met.
- c) **Approach.** In its monitoring activities, IPAM may:
 - i. consult with the Requesters, the Client, Bank management and other relevant stakeholders;
 - ii. consider Project documentation, documentation submitted by the Requesters (or their Representatives, if any), and publicly available information;

- iii. consider the contents of the monitoring updates received from Bank management. Bank management will be required to update IPAM on the implementation status of each approved Management Action Plan, at least bi-annually;
- iv. undertake a site visit to the Project area, if deemed necessary by IPAM; or
- v. engage consultants on specific technical matters, if deemed necessary by IPAM. Consultant engagement will be undertaken in accordance with the Procurement Rules and Paragraph 3.1(i).

- d) **Monitoring Reporting.** IPAM will issue Monitoring Reports at least bi-annually to:
 - i. describe IPAM's ongoing monitoring activities in respect of each open Case; and
 - ii. provide updates on the implementation of each Management Action Plan, in the context of the findings of non-compliance, until IPAM determines that full implementation of the Management Action Plan has been achieved.

Monitoring Reports will be submitted to the Board and the President for information, made available to the Requesters, Bank management and the Client, and published on the Case Registry. If deemed necessary, IPAM will report any issues with the implementation of Management Action Plans or any outstanding issues of non-compliance to the Board as part of its quarterly reporting or on an as-needed basis.

Monitored Cases will be closed once IPAM determines that full implementation of the relevant Management Action Plan has been achieved, as per Paragraph 2.8(b).

3. Other provisions

3.1. General Provisions for Case Handling

- a) **Case Communication.** IPAM shall keep Requesters (or their Representatives, if any), informed about the status of Requests in a timely manner.
- b) **Case Registry.** IPAM will maintain a public Case Registry on its website, which will provide internal and external stakeholders with up-to-date information on the nature and status of each registered Request. The Case Registry will identify the date upon which the Request was received by IPAM, the name and location of the Project identified in the Request, the Client implementing the Project, and, if there has been no confidentiality request, the identity of the Requesters (and, their Representatives, if any). All reports produced as part of a Case under this Policy will be published on the Case Registry.

IPAM's reports and Case Registry will indicate where information has not been disclosed due to confidentiality considerations.

- c) **Approach to Casework.** IPAM will endeavour to:
- i. carry out Casework as promptly as possible without compromising the thoroughness of each Case's consideration; and
 - ii. minimise disruption to the daily operations of all Parties, while recognising the importance of taking into account the views of the Requesters, Bank management, Clients and other relevant stakeholders.

- d) **Related Requests.** If two or more Requests are received in relation to the same Project, and the substance of the Requests is reasonably related, IPAM will notify the Requesters and may require that:
- i. the Requests be examined together; or
 - ii. the examination of the later Request(s) be suspended until the examination of the first Request has been completed.

- di) **Cooperation with Other Independent Accountability Mechanisms (IAMs).** If the Project at issue in a registered Request is subject to co-financing by other institutions, IPAM will notify the accountability mechanism(s) of the co-financing institution(s) of the Registration of the Request, and will encourage them to notify their respective management teams for awareness and consideration in their own project appraisals and/or project implementation. If deemed necessary, IPAM may also notify other IAMs of registered Requests not subject to co-financing, but located in overlapping countries or territories of operation.

If a similar Request or grievance is submitted to the accountability mechanism(s) of other institution(s), in relation to the same Project, and the substance of the Requests is reasonably related, IPAM may collaborate with that/those mechanisms in a manner that is consistent with this Policy, to ensure that Cases are handled efficiently, avoiding duplicative processes and excessive disruptions or disturbances to all Parties. When IPAM cooperates with other IAMs during joint Cases, it shall ensure that proper protocols are in place to address joint Request processing issues, including (but not limited to): Requester confidentiality; the sharing of Requester, Client and Bank information; Retaliation risk assessment and mitigation measures; and other issues as appropriate. If

appropriate, IPAM will establish written cooperation agreements or Memoranda of Understanding with the accountability mechanism(s) of the co-financing institution(s) to address joint Case processing issues.

If a Request or grievance is submitted to a co-financing institution only, but it relates to an EBRD Client and IPAM is made aware by the IAM of the co-financing institution, IPAM will brief Bank management – and if deemed necessary, the Board – as publicly available information on such cases becomes available.

- f) **Access to Information.** In connection with a Case, IPAM staff will have full and direct access to relevant Bank staff and all Project files (including electronic and hardcopy files) and will have access to cabinets and other storage facilities.

Bank management and consultants engaged by Bank management will be required to fully cooperate with IPAM staff.

IPAM's disclosure of information gathered during its activities will be subject to the Access to Information Policy and any other applicable requirements to maintain sensitive information as confidential.

If necessary and unavailable through other sources, IPAM may refer generically to non-public information, following consultation with the relevant Parties.

- g) **Contractual Obligations.** Financing agreements between the Bank and Clients will include requirements for Clients to disclose Project-related information to IPAM in connection with a Case, upon reasonable request by the Bank and subject to any applicable laws and regulations.

- h) **Conflicts of Interest.** IPAM staff members and consultants engaged by IPAM are expected to act impartially and independently.

An IPAM staff member or a consultant engaged by IPAM who has a conflict of interest in relation to a Case will be required to inform the IPAM Head immediately and withdraw from the Case.

If the IPAM Head has a conflict of interest in relation to a Case, they will immediately inform the Board, withdraw from the Case, and assign an IPAM staff member to perform their duties in relation to that Case.

- i) **Consultants.** When performing IPAM functions, consultants engaged by IPAM will serve in their individual, personal capacity and will be subject to the same privileges and immunities, relevant Code of Conduct provisions, conflict of interest rules and confidentiality provisions as experts performing missions for the Bank. Consultants will act under the supervision of the IPAM Head.

- j) **Effect of Requests on Bank Projects and Emergency Measures.** The Registration of a Request will not, on its own, have the effect of suspending the Bank's interest in the Project. However, if at any time during the processing of a Request, IPAM believes that serious and irreparable harm will be caused by the Bank's continued processing of the Project or disbursements in respect of the Project, IPAM may make an interim recommendation for remedial actions by the Bank, including a suspension of further Bank processing of the Project or the suspension of disbursements. The decision on the recommendation will be made by the Board or any other competent EBRD body to which the Board has delegated the authority to approve the Project. The Board, or any other competent EBRD body to which the Board has delegated the authority to approve the Project, must consider whether the Bank

has the right, having taken into account applicable laws and regulations, as well as existing contractual arrangements, to take any such recommended action. IPAM's recommendations and the final decision will be published on the Case Registry.

- k) **Approach to Concerns Regarding Retaliation.** IPAM does not tolerate Retaliation against Requesters or any other individuals involved in an IPAM process or outreach activity, and rejects any form of threat, intimidation, harassment, violence, or discrimination based on the fact that they have exercised their right to raise concerns.

IPAM is committed to taking steps to a) assess the risk of Retaliation against persons involved in IPAM processes and outreach, and b) implement Retaliation risk mitigation measures in connection with Requests or outreach activities, in consultation with the Requesters (or their Representatives, if any), if IPAM is informed by Requesters (or their Representatives, if any) that concerns around Retaliation exist. In such cases, IPAM will initiate a desk review of the risk environment and potential or actual risk of Retaliation against Requesters or other persons involved in an IPAM process as part of the Request registration process, and consider appropriate measures to be implemented. IPAM does not purport to replace national or international judicial bodies, protective services and law enforcement agencies whose functions include protecting the public in such situations.

- l) **Loss of Financial Interest.** If the Bank ceases to hold a financial interest in the relevant Project during Casework as a result of full repayment, prepayment, disposal or otherwise, IPAM will continue to:
- i. during a Compliance Assessment or Compliance Review, assess the Bank's compliance under Paragraphs 2.6 through 2.7. However, IPAM recommendations put forward in

the Compliance Review Report, and Bank commitments proposed in any subsequent Management Action Plan, may take into account the termination of the relationship with the Client; or

- ii. during Problem Solving, facilitate dialogue between the Parties under Paragraph 2.4, unless the initiative is terminated: a) due to a Party's withdrawal from the Problem Solving initiative, or b) due to IPAM's determination that it will not lead to a positive outcome, as set out in Paragraph 2.4(c); or
- iii. during Management Action Plan Monitoring or Problem Solving Agreement Monitoring, monitor the Management Action Plan or Problem Solving agreement under Paragraphs 2.5 and 2.8. However, IPAM will take into account the termination of the relationship with the Client when considering whether the Management Action Plan or Problem Solving agreement has been implemented, in accordance with the criteria identified in Paragraphs 2.5 and 2.8.
- m) **Lack of Financial Interest.** If the Bank does not hold a financial interest in the relevant Project when a Request is registered as a result of full repayment, prepayment, disposal or otherwise, the Case will be transferred directly to a Compliance Assessment and will not be considered eligible for Problem Solving. If such a Case is found eligible for a Compliance Review, IPAM recommendations in the Compliance Review Report, and Bank commitments in any subsequent Management Action Plan, may take into account the termination of the relationship with the Client.
- n) **Timing.** IPAM will endeavour to process a Case within the timelines presented in Table 1 below, following the receipt of a Request.

Stage	Key Activities
Request Receipt	<ul style="list-style-type: none"> • <i>Acknowledgement of receipt of the Request</i>: as soon as possible, and within 10 Business Days of receipt.
Registration	<ul style="list-style-type: none"> • <i>Determination on Registration</i>: within 21 Business Days of the date of the Request's acknowledgement. <ul style="list-style-type: none"> o If additional information is needed from the Requesters for IPAM to make a decision on Request Registration, the Requesters will be granted 15 Business Days from the date of IPAM's request to provide the necessary information. o If a Request is suspended (and forwarded to the relevant department in the Bank to address the issues raised without registering the Request under Paragraph 2.2(f), Bank management will have a maximum of 45 Business Days (at the discretion of IPAM), to make good faith efforts to address the environmental, social or public disclosure issues raised in the Request, before IPAM considers lifting the suspension.
Assessment	<ul style="list-style-type: none"> • <i>Completion of an Assessment and submission of the Assessment Report to the Board via the Audit Committee</i>: within 40 Business Days of the Registration of the Request.
Problem Solving	<ul style="list-style-type: none"> • <i>Completion of Problem Solving</i>: may vary in duration, according to the nature, complexity, and scope of the issues and other factors such as Parties' engagement and decisions throughout the initiative. The Problem Solving schedule is decided jointly by the Requesters, the Client and other Parties to the initiative. Problem Solving is expected to be completed within one (1) year of the Parties' agreement to pursue it; however the duration of the process may be extended by the agreement of the Parties and IPAM. • Requesters, Clients and other Parties to Problem Solving will have 10 Business Days following IPAM's circulation of the draft Problem Solving Report to confirm if it may be published or provide comments in relation to confidentiality constraints.
Compliance Assessment	<ul style="list-style-type: none"> • Where IPAM recommends closing the Case – <i>Completion of the Compliance Assessment and submission of the Compliance Assessment Report to the Board via the Audit Committee</i>: within 60 Business Days of the initiation of the Compliance Assessment by IPAM. • Where IPAM recommends proceeding to a Compliance Review – <i>Completion of the Compliance Assessment Report and circulation of the terms of reference to the Parties</i>: within 60 Business Days of the initiation of the Compliance Assessment by IPAM. <ul style="list-style-type: none"> o Where applicable, Bank management will have 21 Business Days from the date of IPAM's request to submit a written response to the Request. o Requesters, Bank management and Clients will have 10 Business Days from the date of IPAM circulation to comment on the draft terms of reference for the Compliance Review, where applicable.

Stage	Key Activities
Compliance Review	<ul style="list-style-type: none"> • <i>Completion of the draft Compliance Review Report:</i> within 140 Business Days of the publication of the Compliance Assessment Report. • Requesters (or their Representatives, if any) and Bank Management will have 10 Business Days from the date of IPAM circulation to comment on the draft Compliance Review Report. • <i>Where IPAM finds non-compliance:</i> <ul style="list-style-type: none"> o Bank management will have 30 Business Days from the date of receipt of the draft Compliance Review Report to submit the draft Management Action Plan, and the Management Response, if any) to IPAM. o Requesters (or their Representatives, if any) will have 20 Business Days from the date of IPAM circulation to provide comments on the draft Management Action Plan. o IPAM will have 10 Business Days following the receipt of Requesters' (or Representatives') comments on the draft Management Action Plan to finalise the Compliance Review Report. o Management will have 15 Business Days from the date of receipt of both the final Compliance Review Report and Requesters' (or Representatives') comments to finalise the Management Action Plan.
Monitoring	<ul style="list-style-type: none"> • <i>Issuance of Monitoring Reports:</i> at least bi-annually, until IPAM determines that full implementation of the relevant Problem Solving agreement or Management Action Plan has been achieved, as set out in Paragraphs 2.5 and 2.8. <ul style="list-style-type: none"> o Bank management will have 10 Business Days from the date of IPAM's request to submit monitoring updates on Management Action Plan implementation. o Parties will have 10 Business Days from the date of IPAM circulation to comment on draft Monitoring Reports on Problem Solving agreements.

o) **Time Extensions.**

- i. **Translation Requirements.** The processing of Cases where English is not the working language will require additional response time due to the need for translation. The number of Business Days identified for each stage of a Case handling process excludes Business Days required to procure and receive any necessary translations. IPAM will notify the Requesters (or their Representatives, if any), in a timely manner, of any delays required for translation.

- ii. **Exceptional Cases.** Due to Case-specific circumstances, a time period referred to in this Policy may be extended by IPAM for as long as is strictly necessary, as identified by IPAM or requested by the Parties, to ensure full and proper processing of Requests and/or Cases. In considering whether an extension is required, IPAM will take into account factors including (but not limited to): any capacity issues identified by the Requesters; the location of the Project site; the importance of Parties' participation in the Case handling process, including comment provision on IPAM reports; the

² In case of any discrepancy between the text of any English-language document and that the text of correspondence or a document in a different language, the English version will prevail.

assessment of Retaliation risks and the implementation of Retaliation risk mitigation measures; time-sensitive issues relating to the Project and the Case; the availability of IPAM staff; the implementation of accessibility or accommodation measures as identified under Paragraph 3.2; and the consideration of related Requests under Paragraph 3.1(d). IPAM will promptly notify the Parties to the Case of any extensions, and will note the extension on the Case Registry. The extensions should be time-bound, and if they need to be further renewed, all Parties will be informed.

3.2 Outreach and Training

- a) **Outreach Mandate.** IPAM's ability to fulfil its mandate is dependent on its ability to effectively engage with its stakeholders. IPAM has a mandate to conduct outreach among both internal and external stakeholders, in order to promote greater knowledge and understanding of this Policy and IPAM's purpose, functions and activities. IPAM will develop an outreach programme to that effect. Outreach efforts will include cooperation with other institutions' accountability mechanisms, as appropriate.
- b) **Reducing Barriers to Access.** IPAM seeks to be responsive to constraints impeding stakeholders' access to IPAM, engagement in Cases, or participation in outreach initiatives. IPAM will endeavour to engage with Vulnerable People or groups in the EBRD territories or countries of operation and to advance stakeholder access efficiently and cost-effectively.
- c) **Accessibility through Engagement Materials.** IPAM will develop, publish and distribute a range of engagement materials to enhance internal and external stakeholders' understanding of IPAM's mandate, policies, functions and activities. If feasible, IPAM will consult externally on the development of such materials to promote their accessibility to Project-affected People. IPAM will also maintain

an interactive website through which it will disseminate information and materials related to its work. IPAM will encourage staff members at its headquarters and in Resident Offices to integrate IPAM information into other Bank activities and publications. Bank staff members will be encouraged to support IPAM's efforts to publicise its mandate and functions.

- d) **Accessibility Through Language.** IPAM aims for effective communication and disclosure of its reports and activities among internal and external stakeholders. Although English is the working language of IPAM, IPAM will seek to make reports and communication materials available in relevant local languages as needed to create and maintain access to IPAM.

This Policy will be made available in English, Russian, and Arabic and will be translated into other official languages of EBRD countries of operation or territories on a progressive basis.

If English is not spoken by a Party to an IPAM Case or by a stakeholder group in the context of outreach activities, IPAM will endeavour to offer communications in the relevant local language, through translation and interpretation services. To reduce language-related barriers to access:

- i. a Request may be submitted in any official language of an EBRD country of operation or territory, or in any of the official languages of EBRD (i.e., English, Russian, French or German);
- ii. IPAM's correspondence with Requesters (or their Representatives, if any), will be both in the language used in the Request and in English, if these Parties do not speak English;
- iii. Case-related meetings and outreach events will offer interpretation services in relevant local languages, upon request and if considered necessary;

- iv. Case-related IPAM reports will be translated into the language used in the Request, if the Requesters (or their Representatives, if any) do not speak English; and
 - v. outreach materials will be made available in English, Russian, and Arabic and will be translated into other official languages of EBRD countries of operation or territories on a progressive basis, and additional languages if considered necessary.
- e) **Training.** IPAM shall provide training and familiarisation services to Bank staff and external stakeholders with regard to the implementation of this Policy. Training initiatives will be tailored to learning or capacity building needs, as identified through direct feedback and Casework experience.
- f) **Institutional Learning.** In order to promote institutional learning and integrate Management Action Plan commitments across EBRD projects, IPAM will routinely share lessons learned and offer guidance to Bank management based on the insights, experiences and evidence emerging from its Casework. IPAM guidance and lessons learned will identify common and crosscutting challenges, provide constructive recommendations and promote a culture of continuous learning at EBRD. Such information will be shared as an adequate body of work becomes available for systemic capture.

IPAM will share lessons learned and any associated recommendations with Bank management if all of the following criteria are met:

- i. such lessons learned relate directly to IPAM's mandate to resolve problems or ascertain EBRD's compliance with the Environmental and Social Policy or the Project-specific provisions of the Access to Information Policy; and

- ii. such lessons learned address significant or material issues or trends identifiable through IPAM Casework.

Institutional learning initiatives will be carried out at the discretion of IPAM. IPAM will inform Bank management accordingly, including the Audit and Evaluation departments, to avoid duplication of effort. IPAM will communicate key learnings and associated recommendations:

- a. in writing, disclosed publicly through its Annual Report, as described in Section VIII, and through other outreach materials, as appropriate;
- b. through workshops and other direct engagement methods, with Bank management;
- c. through the submission of formal comments on draft EBRD policies or country and sector strategies, where deemed necessary by IPAM; and
- d. to the Board, at the presentation of its Annual Report, or on an as-needed basis.

IPAM may work with Bank management to document changes undertaken by the Bank in response to IPAM's institutional learning recommendations.

3.3 Institutional and Administrative Provisions

a) IPAM Head

- i. **Responsibilities of the IPAM Head.** The IPAM Head is responsible for running IPAM, implementing this Policy, and making the decisions that are the responsibility of IPAM under this Policy. The IPAM Head is directly accountable to the Board; the IPAM Head is not part of, and does not report to, Bank management.

ii. **Pre-Employment Conditions of the IPAM Head.** The IPAM Head must not have worked for EBRD in any capacity (i.e., as operational staff, or as a Director, Alternate Director or Director's Advisor) for at least 5 years before their appointment as IPAM Head. EBRD consultants will be ineligible to act as the IPAM Head until at least three years have passed from the end of their contract with EBRD.

iii. **Selection and Appointment of the IPAM Head.** The IPAM Head is selected by a Selection Committee of six members, both internal and external to the Bank, consisting of the Chair and Vice Chair of the Audit Committee, two members of Bank management, and two external stakeholders with expertise in the accountability and social or environmental fields; demonstrated integrity and independence; the ability to interact effectively with Parties and civil society; and experience with the operations of the Bank or similar institutions.

The Selection Committee is chaired by the Chair of the Audit Committee, and EBRD Human Resources will handle all administrative processes. Human Resources will appoint a suitable executive search firm, in consultation with the Selection Committee, to conduct an extensive search and prepare a list of candidates. Subsequently, the Selection Committee will review the shortlist of candidates, conduct technical screenings and interviews with the candidates and propose a candidate by majority vote. After the completion of the selection procedures, the Selection Committee will make a recommendation to the President for the engagement of the IPAM Head. Before the end of the selection process, a hearing of the proposed candidate will be organised before the Audit Committee. The President

will then consult with the Board in an Executive Session, before making a formal recommendation to the Board for its approval. The IPAM Head shall be appointed at a senior level that clearly reflects the importance of the Mechanism's role within the institution and the responsibilities of the IPAM Head within the Case handling process.

iv. **Term of Appointment of the IPAM Head.** The IPAM Head is appointed for an initial term of up to four years which may be extended once, with any such extension being up to four years. At the end of their term(s), or after removal, the IPAM Head is ineligible to perform remunerated services for the EBRD.

v. **Compensation of the IPAM Head.** The Audit Committee will review the compensation package to be offered to the IPAM Head, and provide its recommendation concerning these aspects to the President. The IPAM Head is not entitled to performance based compensation.

The same annual salary adjustment that is approved by the Board for Vice Presidents will apply to the salary of the IPAM Head, unless the Board decides otherwise. The Audit Committee Chair, in consultation with the Vice-Chair, will conduct an annual performance review of the IPAM Head, which should be completed in the same timeframe as appraisals for Bank staff.

vi. **Removal of the IPAM Head.** During the IPAM Head's term, any decision to remove them for cause is subject to approval by the Board. Such a decision is made on the basis of a report prepared by the Audit Committee, to be transmitted by the President to the Board. In the transmittal document, the President may express their disagreement with

the course of action recommended by the Audit Committee. The IPAM Head may only be removed on the same grounds that staff members can be terminated for cause. A decision taken by the Board of Directors for the removal of the IPAM Head shall be deemed an administrative decision, subject to recourse directly before the EBRD Administrative Tribunal in accordance with the Appeals Procedures and Rules of Procedure.

- vii. **Renewal of the IPAM Head.** At least six months before the end of their first term, the IPAM Head will inform the Board, in writing, whether they are interested in seeking a second term. If so, the President will consult with the Board in an Executive Session, and thereafter, will send a recommendation to the Board for its approval. If the IPAM Head is not interested in a renewal, or if the renewal is not approved, the vacancy will be advertised and the selection process will be initiated, as outlined in Paragraph 3.3(a)iii.
- b) **Budget.** The IPAM Head shall prepare an annual budget (including any contingency funds) identifying a sufficient level of resources to ensure that IPAM can carry out all of the roles, responsibilities, and activities set out in this Policy in an effective way. The IPAM Head will be responsible for determining the allocation of resources within the IPAM department.

The IPAM budget will be submitted to the Board for approval on a no objection basis, in the same timeframe as the Bank's general budget, but as a separate decision.

- c) **IPAM Staff.** The IPAM Head manages IPAM staff, to which the Bank's Human Resources policies and procedures apply. The IPAM Head is free to make recruitment decisions within the limits of the approved budget, without Bank management or Board involvement. The salaries of IPAM staff are determined by the IPAM

Head, in consultation with the Bank's Human Resources department. Salary increases for IPAM staff are based on the Bank's policies and procedures for other Bank staff.

- d) **Legal Support.** The Office of the General Counsel will, upon request, advise IPAM and the Board on matters concerning EBRD's legal status, rights and obligations under the Agreement Establishing the Bank and the interpretation and implementation of the Bank's policies and procedures regarding the Project at issue in a Request. The Office of the General Counsel will also, upon request, advise IPAM and the Board on other procedural matters related to EBRD's rights and obligations with respect to any Request and to any Cases that are being reviewed under this Policy, without prejudice to the right of the Board to make final decisions on any question of interpretation or application of the provisions of this Policy. The Office of the General Counsel will facilitate IPAM's access to specialist legal advice on the laws and regulations of the relevant EBRD territories or countries of operation as necessary.
- e) **Additional Technical Expertise.** IPAM may engage consultants to advise on technical matters. Any such consultant shall be selected and engaged in accordance with the Procurement Rules and Paragraph 3.1(i), and will report to the IPAM Head.
- f) **Engagement with Management.** Management will invite the IPAM Head to observe or contribute to Management meetings where this may enhance communication and understanding of issues of common concern.
- g) **Reporting.** The IPAM Head will make quarterly presentations to the Audit Committee. Additional briefings will be available to the Board upon request or as needed.

Section IV: Waivers, Exceptions and Disclosure

Waivers

The Board may grant a deviation from a requirement of this Policy that is not explicitly permitted by the terms of this Policy.

Exceptions

Not applicable.

Disclosure

This Policy will be disclosed on the Bank's website within five Business Days of its approval.

Section V: Transitional Provisions

This Policy will apply to Cases where a Request was submitted to and/or registered by IPAM following the date on which this Policy becomes effective, in accordance with Section VI.

Cases outstanding on such date will be subject to the following rules:

- a) **Ongoing Eligibility Assessments.** Determinations in relation to ongoing Eligibility Assessments (as defined in the PCM Rules of Procedure) will be made by the IPAM Head, rather than the PCM's co-Eligibility Assessors (i.e., the PCM Officer and the assigned PCM Expert, each as defined in the PCM Rules of Procedure).
- b) **Ongoing Problem-solving Initiatives.** PCM Experts (under and as defined in the PCM Rules of Procedures) assigned as PCM Problem-solving Experts will continue their activity as facilitators, however reporting to the IPAM Head.
- c) **Ongoing Compliance Reviews.** The IPAM Head will, in their discretion, determine whether a Compliance Review commenced but not yet completed under the PCM Rules of Procedure will be completed by the assigned PCM Expert or whether they will be subject to the provisions of this Policy, taking into account, inter alia, the extent of the Review already carried out (and its duration) and whether the PCM Expert has already reached any conclusion. Any such determination, and the reasons for it, will be published on the Case Registry.

Annexes.

The contents of Annex A are part of Section III – Scope.

- IPAM's Sample Request Form
- IPAM Request Template

Section VI: Effective Date

This Policy is effective upon the appointment of the first IPAM Head, in accordance with Paragraph 3.3(a).

Section VII: Decision-Making Framework

Accountable

The IPAM Head is accountable for this Policy.

Responsible

The IPAM Head is responsible for this Policy.

Section VIII: Review and Reporting

Review

This Policy shall be reviewed in 2024.

Reporting

IPAM will prepare an Annual Report which shall describe registered Requests, Case outcomes, completed outreach initiatives and institutional learnings from the preceding fiscal year. Annual Reports will be submitted to the Board and the President for information, and disseminated to the public as soon as possible thereafter through the IPAM website.

Section IX: Related Documents

1. Guidance on Case Handling under the EBRD Project Accountability Policy (2019)
2. EBRD's Environmental and Social Policy (2019)
3. EBRD'S Access to Information Policy (2019)

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