

DEG, FMO and Proparco

# ICM Policy

Independent Complaints Mechanism

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1. Definitions .....	2
2. Introduction .....	5
3. Safeguards Against Retaliation.....	7
4. Mandate and Functions .....	9
5. Policy Scope.....	10
6. Complaint Management .....	10
6A Submission.....	10
6B Receipt .....	11
6C Eligibility.....	12
6D Deferral.....	15
6E Preliminary Review .....	16
6F Dispute Resolution .....	18
6G Compliance Review .....	21
7. Advisory.....	29
8. Outreach.....	29
9. Governance .....	30
10. Communication .....	33
11. Access to Information .....	34
12. Disclosure .....	34
13. Miscellaneous.....	35

## 1. DEFINITIONS

Capitalised terms used in this Policy have the following meanings:

**Affected Person(s)** means one or more individuals who are adversely impacted, or likely to be adversely impacted, by a DFI Financed Operation, or who have experienced or are likely to experience environmental, social or human rights Harm as a direct or indirect result of a Financed Operation.

**Asset Class Approach** means a method for applying Environmental, Social and Human Rights Requirements in DFI Financed Operations with Financial Intermediaries, where such requirements are applied to a specific class or category of assets, rather than to all assets in the entire portfolio of the Financial Intermediary.

**Business Day** means business days observed in the country of the relevant DFI (for processes that involve only one DFI). For processes that involve multiple DFIs, Business Day means business days observed in the country of the relevant DFIs (Germany for DEG, The Netherlands for FMO, France for Proparco).

**Client** means the entity (including a Financial Intermediary) that is financed by a DFI on the basis of a direct contractual relation and is responsible for carrying out and implementing all or part of the DFI Financed Operation.

**Complaint** means a written communication from a Complainant (or the organization(s) supporting them) to the ICM, which claims that they have been or will be affected by a DFI Financed Operation.

**Complainant** means the individual or group filing a Complaint.

**Compliance Review** means the process to determine whether the DFI has complied with its Environmental and Social Policies and any applicable Environmental, Social and Human Rights Requirements relevant to an eligible Complaint.

**DEG** means the Deutsche Investitions- und Entwicklungsgesellschaft mbH.

**DFI** means development finance institution and refers to DEG, FMO or Proparco as the case may be.

**DFI Financed Operation** means any activity or any asset of the Client that is or is going to be financed by DFI funds or from funds managed, in whole or in part, by the DFI where the Environmental and Social Policies of the DFI apply, and where Exit has not occurred. A very small proportion of DFI investments and activities are not defined as DFI Financed Operations, and are not covered by the DFI's Environmental and Social Policies. These investments and activities are, short-term, and/or are non-operational. B-Loans are also excluded, as the DFI has no direct contractual relationship with the client.

**DFI Management** means the staff of the DFI that either form part of, or report ultimately to, the Management Board.

**Dispute Resolution** means the process to assist in finding a mutually acceptable resolution to the issues underlying an eligible Complaint.

**Environmental and Social Policies** means the policies wherein the DFIs committed to ensure adherence to environmental, social and human rights standards such as the IFC Performance Standards and international human rights principles and standards like the UNGPs within their operations.

Specifically, the Policies are:

- a in the case of DEG, the DEG Guideline for Environmental and Social Sustainability and the DEG Exclusion List;
- b in the case of FMO, the FMO Sustainability Policy, Exclusion List, and Position Statements; and
- c in the case of Proparco, the Environmental and Social Policy and Exclusion List of AFD Group applicable to it.

**Environmental, Social and Human Rights Requirements** means DFI Financed Operation-level requirements as defined in the Environmental and Social Policies and other environmental, social and human rights obligations agreed between a DFI and the Client (e.g., loan covenants, side letters, environmental and social action plans).

**Exit** means with respect to any DFI Financed Operation, the earlier of (i) the termination of the financing or investment relationship with the Client for such DFI Financed Operation pursuant to the applicable agreements with the Client; or (ii) when the project funded by the DFI Financed Operation ceases to exist.

**Financial Intermediary** means a Client that is a bank or non-banking financial institution, as well as private equity funds, that lends and/or invests DFI funds in whole or in part, as agreed with the DFI.

**FMO** means the Nederlandse Financierings-Maatschappij voor Ontwikkelingslanden N.V.

**Harm** means any material adverse environmental, social, and/or human rights impact on people or the environment resulting directly or indirectly from a DFI Financed Operation. Harm may be actual or likely to occur in the future.

**IAMNet** means the Independent Accountability Mechanism Network. A partnership of dedicated practitioners who build institutional capacity on accountability and compliance for improved corporate governance and development impact.

**ICM** means the Independent Complaints Mechanism established by the DFIs as explained in this document.

**IEP** means the Independent Expert Panel consisting of the Panel Chair and two independent experts with complementary expertise in environmental, social, human rights, legal, and financial matters.

**IFC Performance Standards** means the environmental and social performance standards of the International Finance Corporation (IFC).

**MAP** means Management Action Plan which consists of a time-bound set of actions committed to by the DFI Management Board to address ICM's findings of non-compliance and Harm made through a Compliance Review.

**Management Board** means the executive board of the relevant DFI.

**Parties** means the individuals, entities and organizations with a direct interest in a case. Parties may include (but are not limited to): the Complainants; their representatives, if any; DFI Management; the Client; co-financiers; or other entities responsible for the implementation of a DFI Financed Operation.

**Portfolio Approach** means a method for applying Environmental, Social and Human Rights

Requirements in DFI Financed Operations where the Client is a Financial Intermediary, where such requirements are applied to all assets of all categories or classes in the entire portfolio of the Financial Intermediary.

**Proparco** means société de Promotion et de Participation pour la Coopération économique.

**Retaliation** means, in connection with an ICM case or activity, any detrimental act suggested, threatened, or taken, directly or indirectly, by the Client, or any other public or private organization, group or individual against a person to silence or punish them, prevent interaction with ICM or prevent the submission or continued processing of a Complaint. Forms of Retaliation include (but are not limited to) attempts at intimidation, harassment, discriminatory treatment, withholding of entitlement, risks to livelihood or reputation, and threats of physical violence, criminalization, or incarceration.

**Supervisory Board** means the non-executive board of the DFI and/or any of its committees.

**United Nations Guiding Principles on Business and Human Rights (UNGPs)** means a United Nations instrument consisting of 31 principles implementing the United Nations' "Protect, Respect and Remedy" framework on the issue of human rights and transnational corporations and other business enterprises.

## 2. INTRODUCTION

- 2.1. DEG, FMO and Proparco (the DFIs) are leading European Development Finance Institutions with a common mission to promote private investments that foster sustainable development in emerging markets by financing sustainable private investments.
- 2.2. The DFIs are committed to achieve positive sustainable development outcomes through their investments. At the same time the DFIs recognize that such development can also have a negative impact on local communities and the environment.
- 2.3. The DFIs recognize the responsibility of businesses to respect human rights wherever they operate and independently of States' abilities and willingness to fulfil their human rights obligations. The DFIs respect human rights, and also acknowledge the responsibility of their Clients to respect human rights.

- 2.4. The DFIs pursue environmental and social sustainability by applying their respective Policies on environmental and social sustainability. The DFI Policies incorporate applicable international standards, including the UNGPs and the IFC Performance Standards.
- 2.5. Environmental, social and human rights accountability remains a continuous institution-wide effort at the DFIs, involving a range of interconnected roles and responsibilities for the Supervisory and Management Boards, DFI operational staff, and the ICM, among other forms of accountability. To promote development, the DFIs remain committed to ensuring accountability to their environmental, social and human rights policies.
- 2.6. The DFIs support their clients in addressing environmental, social and related issues arising from their business activities by requiring them to establish and administer appropriate and effective mechanisms to address complaints from communities affected by DFI Financed Operations, in line with the DFIs' Environmental and Social Policies.
- 2.7. This policy sets out the mandate, functions, processes, structure and governance of the ICM. The ICM is a non-judicial mechanism, voluntarily established by the DFIs in 2014.
- 2.8. The ICM ensures the right to be heard for Complainants who believe that they have been or may be adversely impacted by a DFI Financed Operation.
- 2.9. The ICM aims to provide predictable, transparent and equitable processes through which Complainants can raise their concerns, and through which Complaints may be resolved.
  - a Through its Dispute Resolution function, the ICM uses mediation and facilitation to address concerns of Complainants, by engaging the Complainant, the Client and other Parties in collaborative processes.
  - b Through its Compliance Review function, the ICM determines whether a DFI's non-compliance with its Environmental and Social Policies is connected to Harm, recommends ways to address non-compliance and related Harm, and draws lessons for current and future DFI Financed Operations.

- c The ICM provides advice to the DFIs based on its experience and related international good practice.
  - d The ICM undertakes outreach to ensure that potentially affected communities, current and potential DFI Clients, civil society organizations, and others understand the ICM and how to access it.
- 2.10. The ICM is guided by international standards, including the effectiveness criteria for non-judicial grievance mechanisms under the UNGPs, and the membership criteria for IAMnet.<sup>1</sup> In addition, the ICM is guided by the following principles, which are prerequisites to encourage stakeholders' trust and confidence in the ICM:
- a independence;
  - b impartiality;
  - c inclusivity; and
  - d respecting community agency.
- 2.11. The ICM has been structured to function independently from the DFIs' Management. The ICM conducts its work with independence in relation to appointments, governance, decision making, and budget management.
- 2.12. The DFIs strive to address any potential issues of non-compliance in their operations regardless of the filing of a Complaint to the ICM.
- 2.13. The DFIs are committed to supporting the effective and efficient execution of the ICM's mandate, its independence and integrity.

### 3. SAFEGUARDS AGAINST RETALIATION

- 3.1. The ability of Complainants and other stakeholders to safely engage with the ICM without fear of Retaliation is an essential pre-requisite for the ICM to fulfill its mandate. The DFIs and the ICM take Retaliation or threats of Retaliation against Complainants or any other persons engaged with the ICM very seriously and have no tolerance for any form of Retaliation, real or perceived.
- 3.2. The ICM is committed to assessing, preventing and addressing risk of Retaliation

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<sup>1</sup> The ICM is a member of IAMNet.

relating to its processes to the best of its ability. In particular, the ICM takes the safety of Complainants and others who engage in its processes seriously and seeks to respond appropriately and in a timely manner to threats or incidents of Retaliation. The ICM acknowledges, in particular, the risks faced by marginalized populations, such as women, children and youth, people with disability, and Indigenous Peoples.

3.3. The ICM will identify, monitor and minimize the risk of Retaliation, and identify appropriate responses if Retaliation occurs in the implementation of its mandate. Specifically, the ICM will:

- a Respect requests for confidentiality and protect identities, keeping information that could directly or indirectly lead to identification confidential.
- b Obtain informed consent from concerned individuals before taking action against Retaliation.
- c Assess the contextual risk of Retaliation throughout the case, consulting DFI Management as needed.
- d Identify and implement preventive measures tailored to the country and specific case context, in consultation with Complainants and their representatives (if any), stakeholders involved in ICM outreach, and DFI Management.
- e Investigate allegations of Retaliation and, if proven, work closely with concerned persons to plan appropriate responses to Retaliation, particularly where security concerns exist.
- f Request the DFI and the Client to take feasible, timely and appropriate measures to prevent or reduce the risk of Retaliation and/or to remediate the harm of actual instances of Retaliation in specific cases.
- g The ICM shall publish in its annual report anonymized data on cases of Retaliation in the respective period and the measures taken.

3.4. While the ICM will execute its mandate in a manner that maximizes its ability to respond appropriately to Retaliation, neither the ICM nor the DFIs are enforcement or protective bodies. They do not have the direct ability to physically protect or otherwise safeguard Complainants or other concerned persons from the consequences of engaging with the ICM. Neither the ICM nor the DFIs can replace national or international judicial bodies, protective services, or law enforcement agencies whose functions include public protection.

## 4. MANDATE AND FUNCTIONS

### Mandate

- 4.1. ICM's Mandate is to:
- a Address Complaints from people who may be affected by DFI Financed Operations and, where relevant, provide access to remedy;
  - b Assess the DFIs' compliance with their Environmental and Social Policies; and
  - c Foster institutional accountability and learning to enhance environmental, social and human rights performance and reduce the risk of Harm in DFI Financed Operations.
- 4.2. The ICM has no authority with respect to judicial processes. The ICM is not a judicial or legal enforcement mechanism, nor is it a substitute for courts or regulatory processes. ICM's analyses, conclusions, and reports are not intended or designed to be used in judicial or regulatory proceedings or for purposes of attributing legal fault or liability. Consequently, this policy shall not be deemed to confer any additional rights of access to justice to Complainants who lodge a Complaint with the ICM.

### Functions

- 4.3. The ICM addresses Complaints through the following functions:
- a **Dispute Resolution:** facilitate voluntary, collaborative Dispute Resolution processes to resolve the issues underlying a Complaint; and
  - b **Compliance Review:** assess whether a DFI complied with its Environmental and Social Policies.
- 4.4. The ICM has two additional functions:
- a **Advisory:** identify and provide advice on institutional learnings based on its casework to enhance the DFIs' environmental, social and human rights performance; and
  - b **Outreach:** conduct engagement among internal and external stakeholders in order to ensure that ICM's purpose, functions and activities are known and understood.

## 5. POLICY SCOPE

- 5.1. This ICM Policy applies to all DFI Financed Operations.
- 5.2. In assessing eligibility, the IEP will determine whether the subject of the Complaint is a DFI Financed Operation. The DFI will provide the IEP with the information the IEP reasonably considers relevant for its eligibility determination.

## 6. COMPLAINT MANAGEMENT

### 6A SUBMISSION

#### Submitting a Complaint

- 6.1. Any individual or group, or their authorized representative, who believes they are harmed or likely to be harmed by a DFI Financed Operation may submit a Complaint to the ICM.
- 6.2. Anonymous Complaints are not accepted. However, if confidentiality is requested, it will be granted.
- 6.3. Complaints must be in writing and can be submitted in any language, via email to [email address of the ICM - to be created before this new policy becomes effective] or through the ICM website.
- 6.4. Persons with disabilities (in particular those with visual impairments) and individuals who are illiterate may record their complaints using accessible digital means. These complaints will be verified, registered, and acknowledged by the ICM.

#### Required Information

- 6.5. Complaints should include:
  - a The Complainant's name(s) and contact information, such as physical and email address;
  - b If the Complainant is represented by another person or an organization,

- proof of the Complainant’s authorization of the representation;
  - c Whether the Complainant wishes that the ICM keep their identity and any other information confidential;
  - d A statement of how the Complainant believes they have been or may be adversely affected by the DFI Financed Operation; and
  - e Identification of the DFI Financed Operation and its location.
- 6.6. Complainants are encouraged to provide as much information as possible to help the ICM understand the issue(s), including any actions that the Complainant may have taken to address the issue(s) of the Complaint. Incomplete information will not prevent the ICM from continuing to process the Complaint.
- 6.7. Complainants may contact the ICM for information and guidance on how to file a Complaint.

### Timelines for Complaints Processing

- 6.8. The ICM is committed to timely processing Complaints within the timelines indicated in this Policy. The IEP may decide to extend any time period referred to in this Policy, provided there are circumstances to justify such extension. Any such extension shall be promptly notified to the Complainant(s), the Client(s), and DFI Management, and posted on the ICM website.

### 6B RECEIPT

- 6.9. The ICM will acknowledge receipt of all Complaints within 5 Business Days of receipt.
- 6.10. The ICM will post a registry of Complaints received on the ICM website and will regularly update the registry. The DFI Management will be notified quarterly of all Complaints received.

### 6C ELIGIBILITY

#### Eligibility Assessment

- 6.11. The purpose of the eligibility assessment is to confirm whether a Complaint falls

within the ICM Policy scope. A decision on eligibility is procedural and does not involve a judgment on the merits or validity of the Complaint.

- 6.12. The IEP will determine whether a Complaint is eligible within 21 Business Days from acknowledgement of receipt of the Complaint.
- 6.13. The IEP may request information, as necessary for its eligibility assessment, from the Complainant, DFI Management, and the Client.
- 6.14. The IEP will deem a Complaint eligible if it alleges:
- a adverse environmental, social and/or human rights impacts;
  - b the impacts are connected to a DFI Financed Operation where Exit has not taken place; and
  - c the Complainant is or is likely to be affected by the adverse impacts raised in the Complaint.
- 6.15. If an Exit has occurred, the IEP may, notwithstanding the requirement in 6.14b above, deem a Complaint eligible if:
- a the Complaint is submitted within 12 months after Exit;
  - b there are compelling reasons why the Complaint could not be made before the Exit;
  - c the cause of the Harm alleged in the Complaint occurred before the Exit;
  - and
  - d all other eligibility criteria are met.
- 6.16. In the event a Complaint relates to a potential DFI Financed Operation where there is not yet an active financial relationship between the DFI and the Client, the IEP will deem the Complaint ineligible. The IEP will inform the Complainant of their options to:
- a transfer the Complaint to the relevant DFI Management; and
  - b re-submit the Complaint to the ICM if, at a later stage, an active financial relationship is created between the DFI and the Client.
- 6.17. After a Complaint is found eligible by the IEP, an Exit from the DFI Financed Operation will not prevent the ICM from continuing to process the Complaint.

## Ineligible Complaints

- 6.18. The ICM will deem a Complaint ineligible, if a Complaint is:
- a clearly fraudulent, frivolous, malicious, or generated to seek personal, competitive or other advantage, or address commercial disputes;
  - b related solely to the adequacy or suitability of DFIs' Environmental and Social Policies or non-operational issues, such as internal governance or human resource decisions or activities;
  - c related exclusively 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, rather than to issues that are under the responsibility of DFIs or the Client via the Environmental and Social Policies and Environmental, Social and Human Rights Requirements;
  - d related exclusively to the working conditions and terms of employment of an individual, where there is no reason to believe the issues are systemic in nature;
  - e related to a Financial Intermediary where the DFI applied the Asset Class Approach, and the Complaint relates to an investment or activity that is not within the defined class or category described in the Asset Class Approach agreed with the relevant Financial Intermediary; or
  - f the same in material respects to a Complaint that has previously been submitted to ICM, unless justified by clear and material new evidence or circumstances not known at the time of the prior Complaint.

## Complaints that are Not Eligible and will be Directed to Other Functions of the Relevant DFI

- 6.19. The IEP will deem the following types of Complaints ineligible and, with the Complainant's consent, will direct them to other functions of the relevant DFI(s):
- a Allegations of fraud, corruption, money laundering, ethics or integrity, will be directed to the relevant DFI's compliance and ethics function.
  - b Procurement-related issues will be directed to the relevant DFI's procurement function.
  - c Internal DFI administration and human resource matters will be directed to the relevant DFI's function.

## Eligibility Determination

- 6.20. The IEP will issue an eligibility decision to inform the Complainants, the Client, and the DFI Management Board. The Supervisory Board will also be informed.
- 6.21. If the IEP deems the Complaint eligible, it will publish on the ICM website its eligibility decision along with the Complaint or a summary of the issues raised, subject to the Complainant's consent to the publication of the Complaint.
- 6.22. If the IEP deems the Complaint ineligible, its decision will be indicated with a reasoned explanation in the Complaint registry published on the ICM website; no identifying details of the Complaint will be published.
- 6.23. If the Complaint is ineligible, the IEP may advise the Complainant regarding other avenues to pursue to have the Complaint addressed.

## Coordination with Accountability Mechanisms of Co-Financing Institutions

- 6.24. If the Complaint relates to a DFI Financed Operation which is subject to co-financing by other institutions, the ICM will notify the accountability mechanism of the co-financing institution regarding the eligibility of the Complaint.
- 6.25. If a similar Complaint is submitted to the accountability mechanisms of other institutions in relation to the same DFI Financed Operation, and the substance of the Complaints is reasonably related, the ICM may collaborate with those mechanisms in a manner that is consistent with this Policy. The objective of such collaboration will be to ensure that Complaints are handled efficiently, and to avoid duplication of processes and excessive disruptions or disturbances to all parties. The guiding principles contained in paragraph 2.10 of this Policy will inform the manner in which the ICM is able to cooperate with other accountability mechanisms.

## 6D DEFERRAL

- 6.26. The IEP will assess the potential for deferral of each Eligible Complaint. The purpose of deferral is to allow the opportunity for early resolution of Complaints

by the Client and DFI Management working with the Complainant, wherever possible.

- 6.27. The IEP may defer a Complaint during the preliminary review phase.
- 6.28. To inform its deferral decision, the IEP will consult with the Complainant and DFI Management, and may consult other stakeholders.
- 6.29. The IEP will consider the following factors in deciding whether to defer a Complaint:
- a the views of the Complainant on deferral;
  - b the likelihood of resolution of the Complaint during a deferral;
  - c prior efforts by the Complainant, the DFI's Management, and/or the Client to resolve the issues raised in the Complaint;
  - d the severity and/or materiality of the alleged Harm;
  - e potential Environmental and Social Policy compliance issues raised by the Complaint;
  - f whether an unsuccessful effort to resolve the Complaint during deferral may cause delays in the processing of the Complaint later on;
  - g Retaliation risks; and
  - h other information considered relevant to the deferral decision by the IEP.
- 6.30. After exploring the deferral option with the Complainants, the IEP will only defer eligible Complaints in the absence of an objection from the Complainants. When the IEP defers a Complaint, it will:
- a determine, in consultation with DFI Management and the Complainant, the duration of the deferral, typically between 2 months and 6 months, and the frequency of periodic updates to be provided by the DFI Management on its effort to address the Complaint during the deferral period; and
  - b indicate in the case registry that the case has been deferred and the duration of the deferral period.
- 6.31. The IEP may terminate the deferral period if no progress towards the resolution of the Complaint is shown through the DFI periodic updates. DFI Management and/or Complainants can terminate the deferral at any time by sending a written request to the ICM.

- 6.32. Upon the conclusion of the deferral period, the IEP may:
- a close the case if the issues raised have been substantially addressed;
  - b extend the deferral period if the IEP considers that there is a reasonable likelihood of resolution within a defined extension period; or
  - c proceed with the preliminary review of the Complaint.

## 6E PRELIMINARY REVIEW

- 6.33. After a Complaint has been declared eligible, the IEP will launch a preliminary review. The purpose of the preliminary review is for the IEP to:
- a obtain an understanding of the issues raised in the Complaint and the possibilities for resolving them;
  - b explain the ICM's mandate, functions, sequencing of Dispute Resolution and Compliance Review (as envisaged in paragraphs 6.60 and 6.92) and possible outcomes to all Parties;
  - c determine whether to defer the Complaint; facilitate Dispute Resolution, if the relevant Parties are willing to follow such process; or conduct a Compliance Review.
- 6.34. During the preliminary review the IEP will, inter alia, interact with the Complainant, the DFI Management, and the Client. Interaction may include in-person visits to project sites.

### Preliminary Review Outcome

- 6.35. In determining the outcome of the preliminary review, the IEP will consider:
- a the preference of the Complainant for deferral, Dispute Resolution, or Compliance Review;
  - b the feasibility of resolving the Complaint through deferral;
  - c the interest of the Complainant, the Client, and any other relevant stakeholders in engaging in Dispute Resolution;
  - d initial evidence of actual or potential serious adverse impact connected to the DFI Financed Operation; and

- e information provided by the DFI Management regarding the Complaint.
- 6.36. If the subject of the Complaint is a DFI Financed Operation with a Financial Intermediary, the IEP will apply the following guidelines in determining the outcome of preliminary review:
- a If the Asset Class Approach was followed, and the Complaint relates to a subproject that is within the category or class of asset defined in the Asset Class Approach agreed with the Financial Intermediary, the Complaint may proceed to Compliance Review or Dispute Resolution.
  - b If the Portfolio Approach was followed, the Complaint may proceed to Compliance Review but not Dispute Resolution.
  - c If the DFI Financed Operation is an equity investment in a Financial Intermediary, the Complaint may proceed to Compliance Review or Dispute Resolution.
- 6.37. The IEP will issue a preliminary review report summarizing key issues, providing the IEP's decision on how to proceed with the Complaint, and indicating the next steps in the process.
- 6.38. The DFI Management will provide the IEP with a response to the Complaint within 15 Business Days of the IEP's eligibility decision. The IEP will include the response as an annex to its preliminary review report.
- 6.39. The preliminary review report will be shared by the IEP with the Complainant, Client, DFI Management Board and Supervisory Board, and posted on the ICM website.

## Timeframe

- 6.40. The IEP will aim to complete the preliminary review within 40 Business Days. Depending on the complexity of the Complaint, more time may be needed, in which case the IEP may extend the timeframe with notice to all Parties. The aim is to have only one extension of not more than 30 Business Days.

## 6F DISPUTE RESOLUTION

- 6.41. The purpose of Dispute Resolution is to:
- a facilitate effective dialogue between the Parties in a neutral, collaborative, and participatory manner; and
  - b find mutually satisfactory resolutions to the issues raised in the Complaint, and facilitate meaningful outcomes for Complainants.
- 6.42. A pre-condition for Dispute Resolution is that, at a minimum, the Client and the Complainant are willing to participate in such a process. The process will be guided by the following principles:
- a The ICM, including any mediator consultant acting on its behalf, is neutral and independent.
  - b Dispute Resolution is a voluntary, Parties-led process.
  - c Dispute Resolution is not intended to determine culpability, but to find resolutions to the issues addressed in the process.
  - d All Parties involved in the Dispute Resolution process will be treated fairly and equally.
  - e The process should recognize and take into account any imbalance of power between the Parties, such as access to information and their ability to take part effectively.
  - f All Parties must agree to act in good faith throughout the course of Dispute Resolution.
  - g All Parties will jointly formulate and respect the ground rules for the process, such as confidentiality, to promote mutual trust and problem solving.

### Approaches to Dispute Resolution

- 6.43. During the Dispute Resolution phase, a range of approaches may be used, for example:
- a **mediation and facilitation:** a neutral third party helps the Parties to reach a voluntary and mutually agreeable solution.
  - b **information sharing:** the IEP may assist the Parties in accessing information or clarifications that could help resolve the Complaint.
  - c **joint fact-finding:** a collaborative process where the Parties agree on the

issues to investigate, the methods and experts to be used, and how the resulting information will be applied.

- d **dialogue and negotiation:** the IEP may encourage the Parties to engage directly in dialogue and negotiation to help address and resolve the issues raised in the Complaint.

- 6.44. The selection of Dispute Resolution approaches will be made by the IEP in agreement with the Parties involved.
- 6.45. Where necessary, the IEP may provide or facilitate capacity-building activities to support meaningful engagement, such as training at the preferred locations of Complainants.
- 6.46. At the outset of the Dispute Resolution process, after consultation with the Parties, the IEP will draft terms of reference, which must be agreed upon by all Parties who will participate in the process. This document will state roles and responsibilities for the Parties, and timelines for the process.
- 6.47. Where appropriate and with the agreement of the Parties, DFI staff may be invited to participate in the Dispute Resolution process or act as observers. The DFI will respond to invitations on a case-by-case basis.
- 6.48. Dispute Resolution is facilitated by the IEP. The IEP may decide to use the services of mediators and/or other technical experts, as long as all Parties agree on the selected mediator/technical experts.
- 6.49. Recognizing the importance of culturally appropriate Dispute Resolution methods, the IEP will, where feasible, engage external consultants or experts with contextual understanding and language skills to support the process.

## Timeframe

- 6.50. The IEP will commence Dispute Resolution as soon as is reasonably possible after conclusion of the preliminary review, and will seek to complete its activities within 18 months of commencing the Dispute Resolution process. The IEP will determine whether to extend Dispute Resolution once, for up to 6 months, to a maximum of 24 months, in the event the Parties wish to continue and the IEP

determines that sufficient progress is being made to address the issues raised.

## Outcomes

- 6.51. If an agreement is reached, it should be specific in terms of its objectives and commitments. Commitments identified within the agreement should be time-bound. The agreements should be documented in writing, but may be confidential in nature.
- 6.52. The ICM will not knowingly support agreements that would coerce any party, be contrary to DFI Environmental and Social Policies, or violate relevant domestic or international law.
- 6.53. The Dispute Resolution process may be terminated by the IEP if its view is that Dispute Resolution is no longer likely to lead to a positive outcome, or Dispute Resolution has ceased to constitute an efficient use of resources, in which case the IEP will notify all Parties in writing. Because they are voluntary, Dispute Resolution processes may also be terminated by the Complainants or the Client.

## Reporting

- 6.54. The IEP will draft a report on the conclusion of the Dispute Resolution process, summarizing the process and its outcomes, which the IEP will share with the Parties involved in the process for factual review and comment. The Parties should provide any comments within 15 Business Days of receipt. The IEP can extend this timeline in the event it deems it appropriate to do so, including in response to requests for an extension by the Parties.
- 6.55. The IEP will issue its report on the conclusion of the Dispute Resolution process within 15 Business Days of receiving comments or exhausting the timeframe for receiving comments. The IEP will share the report with the Complainant, Client, DFI Management Board and Supervisory Board, and post on the ICM website.

## Monitoring

- 6.56. The IEP will monitor the implementation of any Dispute Resolution agreements reached by the Parties at a minimum on an annual basis, until:

- a the agreed-upon commitments are substantially fulfilled, or
  - b the IEP determines there is no reasonable expectation of further progress.
- 6.57. The IEP’s monitoring role is determined by the IEP on a case-by-case basis. Monitoring will normally focus on a mutually agreed implementation program and timelines.
- 6.58. The IEP will issue Dispute Resolution monitoring reports on an annual basis until the Complaint is closed.

### Complaint Closure

- 6.59. The Complaint will be closed:
- a after the IEP has determined that the agreement has been implemented;
  - b at the point of no agreement or partial agreement, if the Complainant does not agree to transfer the case to compliance; or
  - c at the discretion of the IEP (see para 6.53).

### Case Transfer from Dispute Resolution to Compliance Review

- 6.60. The IEP may transfer a Complaint to Compliance Review following a Dispute Resolution process, if:
- a transfer is requested by the Complainant; and
  - b the Dispute Resolution process was terminated with no agreement reached or with partial agreements that do not resolve material issues.

## 6G COMPLIANCE REVIEW

### Purpose

- 6.61. The purpose of the Compliance Review is for the ICM to determine whether:
- a the DFI has complied with its Environmental and Social Policies in relation to the DFI Financed Operation that is the subject of the Complaint;
  - b Harm has occurred or is likely to occur; and
  - c any non-compliance has contributed to or may contribute to Harm.

- 6.62. Where non-compliance has contributed to Harm, the ICM will make recommendations to the DFI Management to address the Harm and facilitate remedy aligned with international principles on business and human rights. The ICM may also make recommendations for action by the DFI Management to prevent the recurrence of non-compliance and promote institutional learning.

### Initiation of Compliance Review

- 6.63. The ICM may initiate Compliance Review in these instances:
- a as the outcome of preliminary review of a Complaint;
  - b following a transfer from Dispute Resolution; or
  - c in response to a request from a DFI Management Board, including in response to a suggestion of the Supervisory Board, regarding a DFI Financed Operation.
- 6.64. The IEP may recommend initiating a Compliance Review to the DFI Management Board or Supervisory Board in exceptional cases, when:
- a there is strong prima facie evidence of Harm connected to a DFI Financed Operation;
  - b the Harm appears to be severe; and
  - c Affected Persons may be subject to, or fear, reprisals, preventing them from lodging a Complaint with the ICM;
- or
- d If there is a clear indication that there is systemic non-compliance related to issues raised in a previous Complaint, even if those issues were resolved to the satisfaction of the Complainant in Dispute Resolution.

The IEP will also consider whether there is another channel or mechanism available to address the issues raised by the case.

- 6.65. If the DFI Management Board or Supervisory Board does not accept the IEP's recommendation to initiate a Compliance Review, it will provide a reasoned explanation of its decision to the IEP. In its annual reports, the IEP will note recommendations provided and Supervisory Board/Management Board decisions on those recommendations.

## Approach

- 6.66. The ICM will prepare terms of reference for the Compliance Review. The terms of reference will:
- a state the Environmental and Social Policies applicable during the tenor of the DFI Financed Operation, the Harms alleged in the Complaint, and the steps the ICM will take to conduct the Compliance Review;
  - b note the compliance issues to be reviewed;
  - c include the expected timeframe; and
  - d note deadlines for DFI Management to provide information to be considered in the Compliance Review process.
- 6.67. For the purpose of Compliance Review, the IEP will determine the DFI Environmental and Social Policies and Requirements that apply to the Complaint by considering the following:
- a in the case of DEG, the DEG Guideline for Environmental and Social Sustainability and the DEG Exclusion List;
  - b in the case of FMO, the FMO Sustainability Policy, Exclusion List, and Position Statements;
  - c in the case of Proparco, in the case of Proparco, the Environmental and Social Policy and Exclusion List of AFD Group applicable to it; and
  - d the specific Social, Environmental and Human Rights Requirements defined in contractual obligations between the DFI and the Client.
- 6.68. For Compliance Reviews of DFI Financed Operations with Financial Intermediary Clients where the Portfolio approach was applied, compliance will be tested primarily against whether the DFI adequately supported the Financial Intermediary Client in its development and application of an environmental and social risk management system commensurate with the environmental and social risks in its portfolio, and if not, whether any non-compliances contributed to Harm.
- 6.69. Because a DFI does not have a direct contractual relationship with the subprojects of Financial Intermediaries, the influence or leverage that a DFI may have to facilitate resolution of the issues raised in the Complaint through its response to a Compliance Review will in many cases be limited.

- 6.70. When Compliance Review follows Dispute Resolution, the scope of the Compliance Review will generally be limited to issues not resolved in Dispute Resolution, except as noted in paragraph 6.64d.
- 6.71. ICM will notify the DFI Management in writing on the day that a Compliance Review process is started. The DFI Management will have 10 Business Days from the date of that notice to respond to the issues raised in the Complaint.
- 6.72. The Client may respond in writing to the issues raised in the Complaint and its compliance with the Environmental, Social and Human Rights Requirements in the same timeframe as the response by DFI Management.
- 6.73. During the Compliance Review, the IEP will:
- a engage with Complainants, DFI Management, the Client and other relevant stakeholders;
  - b collect and review relevant documentation provided by these stakeholders;
  - c undertake a site visit to the DFI Financed Operation, if considered necessary by the IEP for an effective assessment; and
  - d engage consultants on specific technical matters, if considered necessary by the IEP for a credible assessment.
- 6.74. In undertaking analyses and making conclusions, ICM will thoroughly and objectively consider the available evidence and the relevant circumstances. The ICM will make findings and conclusions based on what DFI Management and staff knew or should reasonably have known regarding the issues in the Complaint at the time events related to the Complaint occurred.
- 6.75. In carrying out the ICM mandate, the IEP is expected to exercise non-biased judgment when interpreting relevant DFI Environmental and Social Policies and their application to the particular Complaint.
- 6.76. The IEP will terminate the Compliance Review process within 50 Business Days of initiating the Compliance Review, if it finds that there is no preliminary, or prima facie, evidence of non-compliance. The IEP will make public an explanation of its reasons for termination. Specifically, ICM will consider the following factors in determining whether to terminate or continue the Compliance Review:

- a preliminary indications that the DFI has complied with its Environmental and Social Policies in relation to the DFI Financed Operation that is the subject of the Complaint;
- b preliminary indications that Harm has occurred or is likely to occur; and
- c preliminary indications that any non-compliance has contributed to, or may contribute to Harm.

6.77. In addition, the ICM will consider the following in determining whether to complete a full Compliance Review:

- a the relevance of any pending, ongoing or concluded judicial or non-judicial Dispute Resolution process regarding the subject matter of the Complaint; and
- b for any DFI Financed Operation where the DFI no longer has any contractual relationship with the Client, whether a full Compliance Review could still support accountability, learning or remedial actions recognizing possible limits on the DFI's leverage with regard to the Client.

### Compliance Review Report

6.78. At the conclusion of the Compliance Review, the IEP will prepare a Compliance Review Report including:

- a a summary of the Complaint and the issues raised;
- b a summary of the DFI Management response;
- c a summary of the applicable DFI Environmental and Social Policies against which compliance is being assessed;
- d the Compliance Review methodology that was followed; and
- e the findings, in line with para. 6.61, with respect to the compliance issues noted in the terms of reference.

6.79. Where the IEP finds non-compliance with the DFI's Environmental and Social Policies and related contribution to Harm, the IEP will make recommendations in the Compliance Review report for consideration by the DFI in the development of its MAP. Recommendations will be focused:

- a at the DFI Financed Operation level, to facilitate remedy for those Harmed and promote the DFI Financed Operation's environmental and social compliance; and/or

- b at the institutional level, addressing the DFI's policies, practices, procedures, guidance or systems, to prevent repetition of non-compliance(s) identified in the Compliance Review.
- 6.80. The time period for Compliance Review should generally not exceed one year.
- 6.81. The IEP will circulate the draft Compliance Review report to the DFI Management, the Client, and the Complainants for factual review and comment for a period of 21 Business Days.
- 6.82. Where findings of non-compliance are identified, the Panel will take into consideration DFI Management, Client, and Complainant's views in relation to the recommendations to be included in the Compliance Review report.
- 6.83. Taking into account factual feedback received, the IEP will finalize the Compliance Review report within 15 Business Days of the end of the factual review period.
- 6.84. The IEP will submit its final Compliance Review report to the DFI Management Board, and to the Supervisory Board for information. The IEP also will share the final Compliance Review report with the Complainant and Client, and publish it on the ICM website within 5 Business Days of finalization.

### **Management Action Plan**

- 6.85. Within 60 Business Days after Management receipt of the draft Compliance Review Report (in line with para. 6.77), DFI Management will issue a MAP to address issues raised in the Compliance Review Report, and submit it to the Management Board and Supervisory Board.
- 6.86. In response to findings of non-compliance and related Harm, the MAP will include time-bound actions to address, as necessary:
- a changes to policies, systems, procedures or guidance of the DFI to avoid situations of non-compliance;
  - b actions to bring the DFI Financed Operation back into compliance; and
  - c actions to facilitate remedy of Harm to Complainants.

- 6.87. In the event that the DFI Management disagrees with specific Compliance Review report findings of non-compliance or recommendations to address non-compliance, Management will state the reasons for its disagreement and the implications for its MAP.
- 6.88. Management will consult with the Client, the Complainants, and any other relevant stakeholders in preparing the MAP. Actions that involve the Client will be agreed with the Client before inclusion in the MAP.
- 6.89. The MAP is the responsibility of DFI Management. DFI Management may consult with the IEP on the actions included in the MAP.
- 6.90. The IEP will provide comments to the Management Board and the Supervisory Board on the adequacy of the MAP, and may recommend additional measures to avoid recurrence of non-compliance and/or to facilitate access to remedy. To facilitate the simultaneous submission of the MAP and the IEP comments, IEP comments must be submitted to the DFI Management no later than 10 Business Days before the submission of the draft MAP to the Management Board and Supervisory Board.
- 6.91. DFI Management will submit the MAP and any IEP comments or recommendations regarding the MAP to the relevant DFI internal committees for review; to the Management Board for decision; and to the Supervisory Board for information. If the Management Board does not accept IEP recommendations on the MAP, it will provide an explanation of its reasons to the IEP. The ICM will post the MAP, any IEP comments on the MAP, and any Management Board response to IEP recommendations on the MAP on its website after the MAP is approved by the DFI Management Board.

### **Dispute Resolution after Compliance Review**

- 6.92. Transfer of a Complaint to Dispute Resolution following completion of a Compliance Review report or during the implementation of the MAP is possible when the ICM has not previously applied Dispute Resolution to the Complaint. Transfer from Compliance to Dispute Resolution requires the agreement of the Complainant and the Client, and a determination by the IEP that the eligibility criteria are met at the time of the transfer.

## Compliance Monitoring

- 6.93. The scope of ICM's compliance monitoring will be based on the MAP.
- 6.94. If the IEP's view is that implementation of MAP actions by the DFI would be substantially inadequate to resolve material instances of non-compliance and/or to facilitate remedy, the IEP may make findings and recommend additional actions by the DFI to resolve non-compliance and facilitate access to remedy.
- 6.95. DFI Management will be responsible for supervising implementation of the MAP and will submit progress reports to the ICM on its implementation at such intervals as agreed between the ICM and the DFI Management Board. DFI Management will respond to findings and recommendations from IEP Monitoring in its progress reports. DFI Management may amend the MAP in response to new information.
- 6.96. The IEP will issue monitoring reports based on its independent monitoring activities, which may include site visits, at a minimum on an annual basis. The IEP will provide its monitoring reports to the DFI Management Board and Supervisory Board, and will post them on its website. The IEP will annex DFI Management progress reports to its monitoring reports.
- 6.97. With regard to specific items that the IEP has been monitoring, where the IEP determines there is no reasonable expectation of further progress, the IEP may end the monitoring of those items.

## Case Closure

- 6.98. Compliance Review processes will be closed once:
- a the IEP determines that the substantive commitments set out in the MAP have been effectively fulfilled; or
  - b following engagement with the DFI Management, the IEP determines that not all substantive commitments in the MAP have been effectively fulfilled, or that additional, remaining instances of material non-compliance have not been addressed, but that there is no reasonable expectation of further progress.

- 6.99. At case closure, the IEP will issue a final monitoring report, circulate it to the Complainant, DFI Management and the Client for information, and publish it on the ICM website.

## 7. ADVISORY

- 7.1. The Advisory function is an additional function of the ICM aimed to promote a culture of continuous learning in the DFIs.
- 7.2. The IEP may advise the DFI's Management and Supervisory Board on common and cross-cutting environmental, social and human rights challenges emerging from ICM casework and informed by good international practice, to strengthen positive environmental, social and human rights outcomes of DFI Financed Operations.
- 7.3. The ICM's Advisory work may be delivered in a range of formats, for example workshops, trainings, reports or advisory notes or reports. On a case-by-case basis, the IEP and the DFIs may agree to make advice public for the benefit of other institutions and stakeholders.
- 7.4. The ICM will provide Advisory reports to the Supervisory Board as part of its regular reporting to the Supervisory Board.
- 7.5. When the DFI is developing policies, procedures or guidelines, the IEP may be invited by the DFI to share their views based on ICM casework and international good practice.
- 7.6. Under the Advisory function, the IEP will not provide advice to the DFIs with regard to environmental, social or human rights issues in an active project.

## 8. OUTREACH

- 8.1. Outreach is an additional function of the ICM. The effective implementation of the ICM's mandate is dependent on its ability to engage effectively with its stakeholders.
- 8.2. The ICM will develop an Outreach strategy and an annual activity plan through

which to promote awareness of the ICM’s mandate, functions and case processes among DFI Management and staff, and external stakeholders. Outreach activities may involve collaboration with other IAMnet member institutions or other organizations as relevant. The ICM’s external Outreach activities will consider the confidentiality needs of participants and potential risk of Retaliation.

- 8.3. The ICM will provide training to DFI staff, DFI Management and external stakeholders to familiarize them with ICM’s mandate, functions and case handling processes. Training initiatives will be tailored to learning or capacity building needs, as identified through feedback and casework experience.
- 8.4. The DFIs will assist the ICM in carrying out its outreach efforts, by supporting Clients to disclose the existence of the ICM to project affected communities in a culturally appropriate, gender sensitive, and accessible manner.

## 9. GOVERNANCE

### Relationship of the ICM to Supervisory Board and Management Board

- 9.1. The ICM is accountable to the Supervisory Board, in the following ways:
  - a the Supervisory Board reviews and acknowledges the ICM Policy and the appointment of members of the IEP.
  - b the ICM provides<sup>2</sup> to the Supervisory Board or relevant committee of the Supervisory Board:
    - i. an annual report outlining activities conducted in relation to the ICM mandate. The annual report will be presented by the IEP in its periodic meetings with the Supervisory Board;
    - ii. periodic activity updates; and
    - iii. case related reports as required in terms of the ICM Policy, as part of periodic reporting.
- 9.2. The Supervisory Board may request discussion of the reports with the ICM.
- 9.3. The Supervisory Board will review and acknowledge the ICM budget as part of its

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<sup>2</sup> All ICM reporting to the Supervisory Board/ relevant (sub) committee takes place periodically (not between meetings) and follows regular procedures, such as providing summaries and referencing or annexing reports.

annual review of the DFI budget.

- 9.4. While the ICM does not report hierarchically to the Management Board, the ICM will provide regular updates to the Management Board, and the ICM and the Management Board will engage actively and regularly to ensure proper implementation of the ICM Policy.
- 9.5. The Management Boards of DEG, FMO, and Proparco jointly will provide ICM with budgetary resources to adequately execute the mandate and functions set out in this Policy. The ICM will operate in a reasonable and efficient manner, within the timelines outlined, based on the annual budget presented by the ICM including individual case-related budget estimates, and taking into account activities for preventing and responding to Retaliation.

#### **Independent Expert Panel and Supporting Staff**

- 9.6. The IEP consists of three independent persons, appointed for a non-renewable term of five years, who collectively have extensive background and expertise in core accountability mechanism competencies:
  - a reviewing compliance with environmental, social and human rights policy application for major project development in developing country contexts;
  - b dispute resolution;
  - c experience with the operations of development finance institutions or the international banking sector;
  - d civil society stakeholder engagement in developing country contexts; and
  - e accountability functions.
- 9.7. At all times, at least one Panel member must have direct experience in the application of environmental and social policies in developing country contexts.
- 9.8. The ICM is supported by adequate, dedicated operational staff who report to the Panel Chair.
- 9.9. If an ICM Panel member or staff member has a conflict of interest regarding an individual case, the Panel or staff member will withdraw from that case.

## Selection of Panel Members

- 9.10. To ensure ICM's independence, credibility and integrity, IEP candidates must be external to the three DFIs and may not have been employed by any of the three DFIs in any capacity, including as consultants, for at least four years prior to their appointment. IEP candidates must be persons with integrity and credibility, strong collaboration skills, sound judgement and a proven track record of respected leadership on environmental, social and governance issues. IEP members will be unable to work for the three DFIs in any capacity for a period of five years after serving as an IEP member.
- 9.11. Any vacancy for the Panel will be published online.
- 9.12. A selection committee with equal representation of the IEP and the DFIs will be responsible for screening candidates and reaching consensus on the final recommendation that will be presented to the Supervisory Boards.

## Panel Chair

- 9.13. The Panel Chair is responsible for ensuring the effective and efficient operation of the ICM. The Chair is first among equals and, as such, works in close collaboration with other IEP members and by consensus. In consultation with other IEP members, the Panel Chair will:
- a oversee development of the ICM operational procedures to facilitate the consistent implementation of the ICM Policy;
  - b have overall responsibility for the development, submission, and management of the annual workplan, staffing plan, and budget;
  - c oversee periodic self-evaluations of the ICM;
  - d recruit and manage ICM operational staff within the allocated budget and in compliance with relevant DFI policies and procedures;
  - e ensure the effective and efficient operation of the ICM, including oversight of case management;
  - f coordinate activities of the IEP, including the selection and appointment of consultant experts required by the ICM;
  - g have overall responsibility for the preparation, finalization, and submission

of all reports, and ICM outputs required in terms of this ICM Policy; and  
h represent ICM with DFI Management Boards, DFI Supervisory Boards, and key external stakeholders.

- 9.14. For administrative purposes only, the Panel Chair will be appointed as an internal or external staff member at a senior level of one of the DFIs and will be bound by the relevant DFI staff rules, but will have the full authority under this Policy vis-à-vis the other DFIs. The employment contract for the Panel Chair will contain specific provisions protecting the Panel Chair's independence and enabling the full and proper execution of the Panel Chair's functions in terms of the ICM Policy.

## 10. COMMUNICATION

- 10.1. It is important for the ICM to communicate effectively about the ICM, and to ensure that it is accessible and that stakeholders are aware that it exists.
- 10.2. The ICM will publish information on its website, including:
- a an online Complaint form, and instruction on other means to submit Complaints along with a model Complaint letter;
  - b a register of Complaints with regularly updated information documenting status and outcomes;
  - c annual reports and other ICM reports;
  - d relevant case related information;
  - e the ICM Policy; and
  - f communication tools and visual aids that facilitate understanding and awareness raising regarding the ICM and its mandate and functions.
- 10.3. All ICM processes and published information will respect Complainant confidentiality and comply with data protection and processing requirements.
- 10.4. While the ICM's official language is English, the ICM will make best effort to provide all case related reports and communication materials available in relevant languages to promote accessibility. The ICM will issue public information materials that are not related to specific cases in English, French and Spanish, including explanations in very simple language. The ICM Policy will be made

available in English, French, Spanish, Portuguese, and Arabic.

- 10.5. Complainants may submit a Complaint to the ICM in any language, and the ICM's correspondence and engagement with the Complainant and its representatives will be in both the language of the Complaint and English. The ICM will be responsible for translating the Complaint and all supporting documentation into English.

## 11. ACCESS TO INFORMATION

- 11.1. The DFI will cooperate to provide the IEP with full and timely access to information held by the DFI and related to the DFI Financed Operation which is the subject of a Complaint, including access to their staff, consultants, and files (including electronic and hard copy files), as the IEP reasonably considers relevant for carrying out the ICM's mandate in terms of this Policy.
- 11.2. Agreements between the DFI and the Client related to the DFI Financed Operation and contracts of guarantee between the DFI and their Clients will include obligations for the Clients to permit ICM to:
- a have access to the Clients' records relating to the DFI Financed Operation; and
  - b visit and inspect the DFI Financed Operation, for the purpose of carrying out ICM's role under this Policy, upon reasonable prior notice to the Clients, and subject to any applicable laws and regulations.
- 11.3. In exceptional situations, where a Complaint relates to a case in which the necessary contractual arrangements between the DFI and the Client are missing, these have to be agreed between the DFI and the Client before the ICM can effectively address the Complaint. This will require additional time and, depending on the scope of the actual contractual arrangements, might restrict the IEP's work on the case.

## 12. DISCLOSURE

- 12.1. In carrying out its work, the ICM will apply a presumption in favor of disclosure of environmental and social information. The ICM may disclose information

gathered by the IEP, staff or consultants in its reporting, while maintaining the confidentiality of information as required by relevant laws and other applicable DFI requirements and obligations.

- 12.2. ICM reports will indicate where information has not been disclosed due to confidentiality considerations. No person or entity in the service of the ICM (including but not limited to: ICM staff, consultant, researcher, mediator, interpreter, translator or other technical expert engaged by the ICM) may release a document, or information based thereon, which has been provided or shared by the ICM on a confidential basis.

### 13. MISCELLANEOUS

- 13.1. When this ICM Policy becomes effective, as of 1 March 2026, it will be applied to all Complaints received on or after the effective date.
- 13.2. At least every five years, the ICM and the DFIs will consider the need to review the ICM Policy, and will initiate a review if needed.