

Berlin/Germany, 27.2.2015

To the World Bank safeguards review team

Per email: safeguardconsult@worldbank.org

Submission for the Review of the World Bank's Environmental and Social Framework (ESF)

Here: Comments on the Draft Environmental and Social Framework as published in July 2014

Scope of this submission:

- Environmental and Social Policy (ESP)
- Environmental and Social Standards (ESS) on
 - ESS 1: Assessment and Management of Environmental and Social Risks and Impacts
 - ESS 2: Labour and Working Conditions
 - ESS 7: Indigenous Peoples
 - ESS 10: Information Disclosure and Stakeholder Engagement

Will be submitted separately for practical reasons:

- ESS 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement

The submitting institution

The German Institute for Human Rights (GIHR) is the German National Human Rights Institution, accredited with Status A according to the Paris Principles by the United Nations. The Institute's activities include policy advice, applied research on human rights issues, human rights education, information and documentation and cooperation with international organizations.

Since 2005, the Institute is cooperating with the German technical cooperation agency Gesellschaft für Internationale Zusammenarbeit (GIZ) in implementing human rights in development cooperation and advising the human rights desk of the German Ministry for Economic Cooperation and Development (BMZ) on mainstreaming human rights in international processes such as the World Bank (WB) safeguard review.

Scope of this Submission

This submission focusses on the Environmental and Social Policy (ESP) and the Environmental and Social Standards (ESS) Nr. 1, 2, 7, 10. For practical reasons, a second submission of GIHR on ESS 5 will be submitted separately. These safeguards have been part of an extended safeguards consultation in Berlin on November 12th and 13th, 2014. While all safeguards have human rights implications, this selection reflects the areas of expertise at the GIHR.

Contact:

Andrea Kämpf, Senior Policy Adviser, Department for International Human Rights Policy, German Institute for Human Rights, e-mail: kaempf@dimr.de, phone: +49 30 259359 51

Annexes

- 1) Table: WB members and their ratification of the core Human Rights treaties and corresponding voting shares.
- 2) Table: WB members and their ratification of Conventions of the International Labour Organizations' conventions on Core Labour Standards.
- 3) Table of proposed changes. These tables are limited to the main issues as discussed above. In order to give effect to the proposed changes, other provision will probably need to be adapted.

1. Overall appraisal

- Positive aspects

The Institute welcomes the attempt to reform the existing safeguards system and establish a coherent framework. It especially applauds the introduction of two new standards, namely ESS2 on labour and working conditions and ESS10 on participation. The Institute is also satisfied to see that ESS7 on IP enshrines the principle of Free, Prior and Informed Consent (FPIC) and that the inclusion of a range of marginalized groups is explicitly addressed (e.g. ESS 1 - Nr.27). It also welcomes the effort undertaken by the World Bank to consult the draft which has been published at the end of July 2014 with a variety of stakeholders. It expects that problems of Civil Society Organizations (CSOs) with access to these consultations, as documented in a letter submitted by the CSO coalition coordinated by the Bank on Human Rights on November 25th 2014¹, have been dealt with as a matter of high priority.

- Concerns

The Institute is seriously concerned that the above improvements of the draft ESP/ESS are eroded by the abandonment of ex ante procedural requirements in favour of unlimited discretion by bank management, the deferral of the Bank's responsibility to borrowers or financial intermediaries without clear thresholds, the expansion of opt-out clauses such as for Indigenous Peoples, the fragmentary and seemingly arbitrary inclusion of core labour standards and the blurred criteria concerning stakeholder participation.

Taken together, the positive changes mentioned above are not likely to have any substantial effect, but rather reverse the strengthening of the safeguard system and leave it in worse shape than it is at the moment. This is not only of concern with regard to the assessment and mitigation of risks, but also with regard to the handling of complaints by the Inspection Panel (WB IP). Given the vast discretion conferred upon the WB, the ESP/ESS lose their safety net character and the mandate of the IP will be severely eroded, calling into question the ability of local communities and affected people to hold the World Bank to account.

- Human Rights and the role of the World Bank

Above all, it is deplorable that the Bank does not build on the existing human rights obligations of their shareholders. Given that more than 82% of the voting shares of the International Bank for Reconstruction and Development (IBRD) are held by states which have ratified 5 or more of the 10 core human rights treaties (see Annex 1) and have thus obliged themselves to a high level of human rights protection, it is incomprehensible why the draft ESP/ESS do not make explicit reference to the existing human rights obligations of borrowers. The Vision Statement is not enough, as it is not binding. Furthermore, the formulation in Nr. 3 of the Vision Statement² where human rights are being mentioned as something the World Bank is supportive of when it comes to those excluded from development processes, mentions one important function of human rights, but reflects still a limited understanding of human rights. In particular, Human Rights do not only include specific rights such as eg access to justice, water, sanitation, freedom of expression etc. They also stipulate Human Rights principles which guide the processes in which these rights are to be implemented. These are non-discrimination, empowerment, accountability, transparency and participation. Their realization depends on the context and improvements need to take past experiences into account. Our suggestions for the review are based on these considerations.

¹ Submission to the review, https://consultations.worldbank.org/Data/hub/files/consultations_letter_11.25.14_final.pdf

² World Bank, First draft framework for consultation, https://consultations.worldbank.org/Data/hub/files/consultation-template/review-and-update-world-bank-safeguard-policies/en/materials/proposed_es_framework_first_draft_for_consultation_final_july_30.docx

- Which are the lessons to be learnt from the past?

When comparing the draft ESP/ESS and the recommendations of the Report of the World Bank's own Independent Evaluation Group (IEG)³, which was instrumental in triggering the safeguards review, the lessons drawn as evidenced in the draft ESP/ESS seem to differ entirely from ours. In our understanding, the IEG concluded that the safeguards were working, that their benefits outweigh the costs and implementation needs to be improved. The current draft of the safeguards however weakens assessment and does not substantially improve implementation. In particular, improved monitoring as envisaged by the draft ESP/ESS does not only require regulation but resources and staff incentives. Given the past assessments which asserted perverse incentives when it comes to World Bank safeguards as well as current processes at the Bank, we consider that an implementation plan which includes an improved incentive system needs to be included in the next draft.

2. Recommendations and expectations for the next draft

- The "do no harm" approach requires the World Bank to respect the existing obligations of their borrowers when using country systems.

The World Bank has to respect the existing treaty obligations of their borrowers, regardless of how one might assess the "non-political" World Bank's Articles of Agreement. The requirements of these treaties need to be integrated systematically into the WB safeguards wherever they are concerned. This includes, but is not limited to the core human rights treaties⁴. IBRD member states which have ratified at least five core human rights treaties out ten (and have thus committed themselves to a high level of human rights protection), hold more than 82% of the voting shares (Annex 1). The current draft ESP/ESS fails to align with the international treaty obligations of their borrowers (for example ESS1-Objective, Information Note Nr.2 to ESS1).

- ESP/ESS should be applicable to all financing modalities.

Limited scope reduces protection: The draft ESP/ESS are only directly applicable to Investment Project Financing (e.g. ESS1 Nr.1). This leaves out about 50% of WB-financed activities. If the inclusion of other modalities requires adapting provisions, the necessary changes should be described in the ESP/ESS themselves. The ADB framework demonstrates that a comprehensive framework for all modalities is possible.

- Define the process, World Bank responsibilities and due diligence.

Lack of transparency hinders implementation and accessibility: The draft ESP/ESS fails to clarify and describe the process in which the requirements of the ESP/ESS are going to be applied and how they interlink. This does affect WB staff, and those who are affected by WB-supported projects and who need to assess at least in a general manner the responsibilities of the World Bank. This lack of transparency, which is exacerbated by loopholes and dilutions (see below), contradicts the requirement of clarity of legal rules. The next draft should contain a succinct description of the process in which the safeguards are applied. The ESP/ESS then should make reference to each of

³ Independent Evaluation Group. 2010. Safeguards and Sustainability Policies in a Changing World: An Independent Evaluation of World Bank Group Experience. Washington, DC: World Bank. © World Bank. <https://openknowledge.worldbank.org/handle/10986/2571>
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⁴ <http://www.ohchr.org/EN/HRBodies/Pages/TreatyBodies.aspx>

the steps whenever necessary. In particular, the Bank's responsibilities and due diligence should be defined with precision and without any dilution.

- Close loopholes.

Loopholes and dilution of WB responsibility prevent application and accountability: These loopholes include but are not limited to the broadly expanded but weakly regulated deferral of Bank safeguard responsibility through multiple opt-out clauses, each of which is unaccompanied by clear thresholds (ESP 9-12, 23-26, 31); the unlimited flexibility to defer appraisal and adopt open-ended compliance timeframes (ESP 7,49) which furthers implementation of projects without proper risk assessment and risks creating faits accomplis, that is: damages; the absence of minimum procedural requirements particularly for participation and disclosure (ESP 42-45); the opt-out clause or "alternative approach" for indigenous peoples (ESP 33) which abolishes the principle of Free, Prior and Informed Consent (FPIC); the lack of similar disclosure and assessment for substantial risk projects (as opposed to high risk projects) which according to the IEG report have in the past been often a subject to miscategorization (ESP 34-35); and the elimination of any attempt to define a project's area of influence.

- Establish clear criteria when comparing risk appraisals of borrowers in cases of delegation; require third-party monitoring so that the World Bank can be notified of any harm which has not been communicated otherwise.

Delegation of safeguard responsibility without oversight and regulation (country systems/borrowers and financial intermediaries) weakens protection: The ESP delegates the WB's responsibility to carry out a risk appraisal to the clients, that is borrowers (ESP 20-25), and financial intermediaries (ESP 9-12, 31). In neither of the cases do the ESP/ESS elaborate how and according to which criteria the WB ensures that the appraisal is equivalent both with regard to objectives as well as process. This is particularly worrisome when considering the IEG findings that the country systems approach was not working properly and that not enough resources were dedicated to client capacity-building.

- Expand the prohibition of deferred appraisal and the enhanced requirements to substantial risk projects in order to avoid unnecessary harm and enable monitoring of implementation.

"Do no harm" cannot be monitored in cases of deferred appraisal and delegation: The IEG report concluded that while the WB mostly handled high risk projects adequately, it often performed less well in medium risk projects. In the new risk classification (high, substantial, moderate and low), only high risk projects are excluded from deferred appraisal (appraisal of the risks by the board in an indefinite timeframe, ESP 7,13,16, ESS 1 Nr. 6) and require e.g. specific assessment, disclosure and participation requirements.

- Include a more differentiated approach to vulnerable groups .

While the ESP/ESS explicitly include a range of vulnerable groups, they include very vague notions on how to deal with their specific conditions (ESS 1 Nr. 27, ESS 10 Nr.16). In order to be more precise, an exemplary list of typical risks for vulnerable groups could be included.

- Include the principles of freedom of association and non-discrimination in ESS 2 to be more consistent with international obligations of WB members and extend coverage to contract and supply chain workers.

The scope of ESS 2 is limited to project workers, but should include contract workers (subcontractors) and supply chain workers, who are rather the norm than the exception in large infrastructure projects. In doing so, the ESP/ESS would catch up with IFC, AfDB, EBRD and ADB. ESS2 should cover all 4 core labour standards - child labour and forced labour, non-discrimination and freedom of association - and not only the first 2. The principle of non-discrimination is a fundamental principle of international law. Given the fact that practically all WB members (except

Bhutan, Kosovo, Micronesia and Tonga) are also members of the ILO and as such have obliged themselves purely by being members to respect the right to freedom of association, this omission of two core labour standards defies any logic. The ESS2 should refer to respective ILO convention with regard to the interpretation of the mentioned rights, in order to respect the borrower's ownership and align itself to the borrower's legal framework.

- ESS 7 needs to refrain from opting out from protection for indigenous peoples and eliminate the alternative approach.

While the explicit mention of FPIC is positive, the "alternative clause" (ESS7 Nr.9) abolishes this development by introducing an opt-out possibility. The danger of ethnic strife which is purported to be mentioned by African stakeholders does not seem to be shared by experts such as the Working Group on Indigenous Populations/Communities in Africa of the African Commission on Human and Peoples' Rights⁵. The alternative approach contradicts the principle of FPIC and should be eliminated. ESS7 also follows the premise that damages are generally acceptable and can be compensated if they cannot be avoided. As damages can consist of both material as well as immaterial goods (cultural sites etc.), the standards and procedures for acceptance of damages as well as for compensation should be clearly defined. FPIC is only foreseen in three cases. In all other cases which require only consultation but not consent, FPIC should at least be included as a procedural standard, last but not least to prevent a circumvention of FPIC.

- Remedy the lack of precision in ESS 10 with respect to participation and disclosure requirements; guarantee access to the World Bank Inspection Panel.

The identification of stakeholders should not be left solely to the Borrowers, in order to avoid incentives for Borrowers to create their own CSOs. The ESS10 should also require stakeholder inclusion in the elaboration of the stakeholder engagement plan and its adequate distribution. The criteria for an effective consultation process need to be more precise and include timeframes for disclosure of relevant documents prior to consultation, be inclusive regarding the relevant consultation documents and the location for the consultation. With regard to grievance mechanisms, it should be made clear in ESS 10 (and not just in ESP 51) that affected communities can access the Bank's own corporate grievance redress system. ESS 10 should therefore require the borrower to provide information about both systems and not just his own. As for the relationship between both mechanisms, ESS 10 should make it clear that affected communities can access the WB Inspection Panel directly without accessing the Borrower's system first, especially in cases of fear of retaliation and in time-sensitive cases.

- Establish the World Bank in a leadership role of upward harmonization of safeguards.

The WB claims to have a leading role in safeguards, but fails to come even close to other multilateral development banks. The draft ESP/ESS are highly selective when compared to the higher standards other institutions have adopted. This includes but is not limited to: the standards of the broader scope of safeguard coverage and associated requirements for policy lending (ADB, AfDB); greater uniformity of coverage between public and private sector risk management (IDB, AsDB); decision making tools, such as indicative lists for defining highest risks (EBRD), the lack of obligation to comply with the International Labour Organization's core labour standards (IFC, EBRD, ADB, AfDB), more stringent definition of associated facilities (IFC); greater resource and sequencing commitment to strengthening and use of borrower systems (AsDB); a more explicit requirement for upstream risk assessment (Aarhus convention, EU Commission).

⁵ Submission to the review,

https://consultations.worldbank.org/Data/hub/files/submissions_of_the_achpr_working_group_on_indigenous_populations_and_communities.pdf



German Institute for Human Rights, Berlin/Germany, 27.2.2015

Submission for the Review of the World Bank's Environmental and Social Framework

Here: Comments on the Draft Environmental and Social Framework as published in July 2014

Annex 1 - Table of ratification of Human Rights Instruments and World Bank/IBRD membership and corresponding voting shares

Ratification of Human Rights Instruments and World Bank/IBRD membership and corresponding voting shares (as of 14.1.2015)																											
Human Rights Instruments marked in this color are the 10 core human rights instruments. For further information see: http://www.ohchr.org/EN/HRBodies/Pages/TreatyBodies.aspx and https://treaties.un.org/Pages/Treaties.aspx?id=4&subid=A&lang=en																											
	CERD	CERD: Art. 14	CCPR	OPT. PROT.	2nd OP.	CESCR	OP-CESCR	CAT	CAT: Art. 22	OPCAT	CEDAW	CEDAW: OP	CRC	CRC:OPSC	CRC:OPAC	CRC:OPIC***	CMW	CRPD *	CRPD: OP *	CPPED **	CPPED ** Art. 31	CPPED ** Art. 32	WB IBRD members which have ratified at least 5 core human rights treaties; 82,4 % voting shares	WB IBRD members which have ratified less than 5 core human rights treaties; 17,6 % voting shares	Number of ratification of core human rights treaties	IBRD membership (1 = yes, 0 = no)	IBRD voting shares in %
Afghanistan	1	0	1	0	0	1	0	1	0	0	1	0	1	1	1	0	0	1	1	0	0	0	Afghanistan	7	1	0,04	
Albania	1	0	1	1	1	1	0	1	0	1	1	1	1	1	1	1	1	1	0	1	1	1	Albania	10	1	0,07	
Algeria	1	1	1	1	0	1	0	1	1	0	1	0	1	1	1	0	1	1	0	0	0	0	Algeria	8	1	0,53	
Andorra	1	1	1	1	1	0	0	1	1	0	1	1	1	1	1	0	1	1	1	0	0	0	Andorra	6	0	0	
Angola	0	0	1	1	0	1	0	0	0	0	1	1	1	1	1	0	0	1	1	0	0	0	Angola	5	1	0,16	
Antigua & Barbuda	1	0	0	0	0	0	0	1	0	0	1	1	1	1	0	0	0	0	0	0	0	0	Antigua & Barbuda	4	1	0,05	
Argentina	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	1	1	1	1	1	1	Argentina	10	1	0,88	
Armenia	1	0	1	1	0	1	0	1	0	1	1	1	1	1	1	0	0	1	0	1	0	0	Armenia	9	1	0,08	
Australia	1	1	1	1	1	1	0	1	1	0	1	1	1	1	1	0	0	1	1	0	0	0	Australia	7	1	1,45	
Austria	1	1	1	1	1	1	0	1	1	1	1	1	1	1	1	0	0	1	1	1	1	1	Austria	9	1	0,69	
Azerbaijan	1	1	1	1	1	1	0	1	1	1	1	1	1	1	1	0	1	1	1	0	0	0	Azerbaijan	9	1	0,11	
Bahamas	1	0	1	0	0	1	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	Bahamas	5	1	0,08	
Bahrain	1	0	1	0	0	1	0	1	0	0	1	0	1	1	1	0	0	1	0	0	0	0	Bahrain	7	1	0,08	
Bangladesh	1	0	1	0	0	1	0	1	0	0	1	1	1	1	1	0	1	1	1	0	0	0	Bangladesh	8	1	0,27	
Barbados	1	0	1	1	0	1	0	0	0	0	1	0	1	0	0	0	0	1	0	0	0	0	Barbados	6	1	0,07	
Belarus	1	0	1	1	0	1	0	1	0	0	1	1	1	1	1	0	0	0	0	0	0	0	Belarus	6	1	0,22	
Belgium	1	1	1	1	1	1	1	1	1	0	1	1	1	1	1	1	1	1	1	1	1	1	Belgium	8	1	1,55	
Belize	1	0	1	0	0	0	0	1	0	0	0	1	1	1	1	0	1	1	0	0	0	0	Belize	7	1	0,06	
Benin	1	0	1	1	1	1	0	1	0	1	1	0	1	1	1	0	0	1	1	0	0	0	Benin	8	1	0,07	
Bhutan	0	0	0	0	0	0	0	0	0	0	1	0	1	1	1	0	0	0	0	0	0	0	Bhutan	2	1	0,06	
Bolivia	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	Bolivia	10	1	0,11	
Bosnia & Herzeg	1	0	1	1	1	1	1	1	1	1	1	1	1	1	1	0	1	1	1	1	0	0	Bosnia & Herzeg	10	1	0,06	
Botswana	1	0	1	0	0	0	0	1	0	0	1	1	1	1	1	0	0	0	0	0	0	0	Botswana	5	1	0,06	
Brazil	1	1	1	1	1	1	0	1	1	1	1	1	1	1	1	0	0	1	1	1	0	0	Brazil	9	1	1,63	
Brunei Darussalam	0	0	0	0	0	0	0	0	0	0	1	0	1	1	0	0	0	0	0	0	0	0	Brunei Darussalam	2	1	0,14	
Bulgaria	1	1	1	1	1	1	0	1	1	1	1	1	1	1	1	0	0	1	0	0	0	0	Bulgaria	8	1	0,27	
Burkina Faso	1	0	1	1	0	1	0	1	0	1	1	1	1	1	1	0	1	1	1	0	0	0	Burkina Faso	10	1	0,07	
Burundi	1	0	1	0	0	1	0	1	1	1	1	0	1	1	1	0	0	1	1	0	0	0	Burundi	8	1	0,07	
Cambodia	1	0	1	0	0	1	0	1	0	1	1	1	1	1	1	0	0	1	0	0	0	0	Cambodia	9	1	0,04	
Cameroon	1	0	1	1	0	1	0	1	1	0	1	1	1	0	1	0	0	0	0	0	0	0	Cameroon	6	1	0,1	
Canada	1	0	1	1	1	1	0	1	1	0	1	1	1	1	1	0	0	1	0	0	0	0	Canada	7	1	2,77	
Cape Verde	1	0	1	1	1	1	1	1	0	0	1	1	1	1	1	0	1	1	0	0	0	0	Cape Verde	8	1	0,05	
Central African Rep.	1	0	1	1	0	1	0	0	0	0	1	0	1	1	0	0	0	0	0	0	0	0	Central African Rep.	5	1	0,07	
Chad	1	0	1	1	0	1	0	1	0	0	1	0	1	1	1	0	0	0	0	0	0	0	Chad	6	1	0,07	
Chile	1	1	1	1	1	1	0	1	1	1	1	0	1	1	1	0	1	1	1	1	1	1	Chile	10	1	0,42	
China	1	0	0	0	0	1	0	1	0	0	1	0	1	1	1	0	0	1	0	0	0	0	China	6	1	5,04	
Colombia	1	0	1	1	1	1	0	1	0	0	1	1	1	1	1	0	1	1	0	1	0	0	Colombia	9	1	0,49	
Comoros	1	0	0	0	0	0	0	0	0	0	1	0	1	1	0	0	0	0	0	0	0	0	Comoros	3	1	0,04	
Congo	1	0	1	1	0	1	0	1	0	0	1	0	1	1	1	0	0	1	1	0	0	0	Congo	7	1	0,07	
Cook Islands	0	0	0	0	0	0	0	0	0	0	1	1	1	0	0	0	0	1	1	0	0	0	Cook Islands	3	0	0	
Costa Rica	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	1	1	1	0	0	Costa Rica	9	1	0,05	
Côte d'Ivoire	1	0	1	1	0	1	0	1	0	0	1	1	1	1	1	0	0	1	0	0	0	0	Côte d'Ivoire	7	1	0,17	
Croatia	1	0	1	1	1	1	0	1	1	1	1	1	1	1	1	0	0	1	1	0	0	0	Croatia	8	1	0,16	
Cuba	1	0	0	0	0	0	0	1	0	0	1	0	1	1	1	0	0	1	0	1	0	0	Cuba	6	0	0	
Cyprus	1	1	1	1	1	1	0	1	1	1	1	1	1	1	1	0	0	1	1	0	0	0	Cyprus	8	1	0,1	
Czech Republic	1	1	1	1	1	1	0	1	1	1	1	1	1	1	1	0	0	1	0	0	0	0	Czech Republic	8	1	0,38	
DP_Rep. Korea	0	0	1	0	0	1	0	0	0	0	1	0	1	1	0	0	0	0	0	0	0	0	DP_Rep. Korea	4	0	0	
DRep. Congo	1	0	1	1	0	1	0	1	1	1	1	0	1	1	1	0	0	0	0	0	0	0	DRep. Congo	7	1	0,15	
Denmark	1	1	1	1	1	1	0	1	1	1	1	1	1	1	1	0	0	1	1	0	0	0	Denmark	8	1	0,87	
Djibouti	1	0	1	1	1	1	0	1	0	0	1	0	1	1	1	0	0	1	1	0	0	0	Djibouti	7	1	0,06	
Dominica	0	0	1	0	0	1	0	0	0	0	1	0	1	1	1	0	0	0	1	1	0	0	Dominica	5	1	0,05	
Dominican Republic	1	0	1	1	0	1	0	1	0	0	1	1	1	1	1	0	0	1	1	0	0	0	Dominican Republic	7	1	0,13	
Ecuador	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	1	1	1	1	1	1	Ecuador	10	1	0,16	
Egypt	1	0	1	0	0	1	0	1	0	0	1	0	1	1	1	0	0	1	0	0	0	0	Egypt	8	1	0,49	
El Salvador	1	0	1	1	1	1	1	0	0	0	1	0	1	1	1	0	1	1	1	0	0	0	El Salvador	8	1	0,04	
Equatorial Guinea	1	0	1	1	0	1	0	1	0	0	1	1	1	1	0	0	0	0	0	0	0	0	Equatorial Guinea	6	1	0,06	
Eritrea	1	0	1	0	0	1	0	1	0	0	1	0	1	1	1	0	0	0	0	0	0	0	Eritrea	6	1	0,06	
Estonia	1	0	1	1	1	1	0	1	1	0	1	0	1	1	1	0	0	1	1	0	0	0	Estonia	8	1	0,08	
Ethiopia	1	0	1	0	0	1	0	1	0	0	1	0	1	1	1	0	0	1	0	0	0	0	Ethiopia	7	1	0,08	
Fiji	1	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	Fiji	3	1	0,08	
Finland	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	Finland	6	1	0,54	
France	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	0	1	1	1	1	1	France	9	1	4,1	
Gabon	1	0	1	0	1	1	1	0	1	1	1	1	1	1	1	1	0	1	1	1	1	0	Gabon	9	1	0,08	



Senegal	1	1	1	1	0	1	0	1	1	1	1	1	1	1	1	0	1	1	0	1	0	0	Senegal	10	1	0.13
Serbia	1	1	1	1	1	1	0	1	1	1	1	1	1	1	1	0	0	1	1	1	1	1	Serbia	9	1	0.16
Seychelles	1	0	1	1	1	1	0	1	1	1	1	1	1	1	0	1	1	0	0	0	0	0	Seychelles	8	1	0.04
Sierra Leone	1	0	1	1	0	1	0	1	0	0	1	0	1	1	1	0	0	1	0	0	0	0	Sierra Leone	7	1	0.06
Singapore	0	0	0	0	0	0	0	0	0	0	1	0	1	0	1	0	0	1	0	0	0	0	Singapore	3	1	0.29
Slovakia	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	1	1	1	0	0	Slovakia	8	1	0.18
Slovenia	1	1	1	1	1	1	0	1	1	1	1	1	1	1	1	0	0	1	1	0	0	0	Slovenia	8	1	0.1
Solomon Islands	1	0	0	0	0	1	0	0	0	0	1	1	1	0	0	0	0	0	0	0	0	0	Solomon Islands	4	1	0.05
Somalia	1	0	1	1	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Somalia	4	1	0.06
South Africa	1	1	1	1	1	0	0	1	1	0	1	1	1	1	1	0	0	1	1	0	0	0	South Africa	6	1	0.79
Spain	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Spain	9	1	2.02
Sri Lanka	1	0	1	1	0	1	0	1	0	0	1	1	1	1	1	0	1	0	0	0	0	0	Sri Lanka	7	1	0.21
State of Palestine	1	0	1	0	0	1	0	1	0	0	1	0	1	0	1	0	0	1	0	0	0	0	State of Palestine	7	0	0
Sudan	1	0	1	0	0	1	0	0	0	0	0	0	1	1	1	0	0	1	1	0	0	0	Sudan	5	1	0.1
Suriname	1	0	1	1	0	1	0	0	0	0	1	0	1	1	0	0	0	0	0	0	0	0	Suriname	5	1	0.05
Swaziland	1	0	1	0	0	1	0	1	0	0	1	0	1	0	1	0	0	1	1	0	0	0	Swaziland	7	1	0.05
Sweden	1	1	1	1	1	1	0	1	1	1	1	1	1	1	1	0	0	1	1	0	0	0	Sweden	8	1	0.87
Switzerland	1	1	1	0	1	1	0	1	1	1	1	1	1	1	1	0	0	1	0	0	0	0	Switzerland	8	1	1.56
Syrian Arab Rep.	1	0	1	0	0	1	0	1	0	0	1	0	1	1	1	0	1	1	1	0	0	0	Syrian Arab Rep.	8	1	0.13
Tajikistan	1	0	1	1	0	1	0	1	0	0	1	1	1	1	1	0	1	0	0	0	0	0	Tajikistan	7	1	0.08
Thailand	1	0	1	0	0	1	0	1	0	0	1	1	1	1	1	1	0	1	0	0	0	0	Thailand	7	1	0.48
TFYR Macedonia	1	1	1	1	1	1	0	1	0	1	1	1	1	1	1	0	0	1	1	0	0	0	TFYR Macedonia	8	1	0.05
Timor-Leste	1	0	1	0	1	1	0	1	0	0	1	1	1	1	1	0	1	0	0	0	0	0	Timor-Leste	7	1	0.05
Togo	1	1	1	1	0	1	0	1	1	1	1	0	1	1	1	0	0	1	1	1	0	0	Togo	9	1	0.08
Tonga	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	Tonga	2	1	0.05
Trinidad & Tobago	1	0	1	0	0	1	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	Trinidad & Tobago	5	1	0.15
Tunisia	1	0	1	1	0	1	0	1	1	1	1	1	1	1	1	0	0	1	1	1	0	0	Tunisia	9	1	0.06
Turkey	1	0	1	1	1	1	0	1	1	1	1	1	1	1	1	0	1	1	0	0	0	0	Turkey	9	1	1.23
Turkmenistan	1	0	1	1	1	1	0	1	0	0	1	1	1	1	1	0	0	1	1	0	0	0	Turkmenistan	7	1	0.05
Tuvalu	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	1	0	0	0	Tuvalu	3	1	0.05
Uganda	1	0	1	1	0	1	0	1	0	0	1	0	1	1	1	0	1	1	1	0	0	0	Uganda	8	1	0.06
Ukraine	1	1	1	1	1	1	0	1	1	1	1	1	1	1	1	0	0	1	1	0	0	0	Ukraine	8	1	0.55
UAE	1	0	0	0	0	0	0	1	0	0	1	0	1	0	0	0	0	1	0	0	0	0	UAE	5	1	0.14
UK	1	0	1	0	1	1	0	1	0	0	1	1	1	1	1	0	0	1	1	0	0	0	UK	8	1	4.1
Urep. Tanzania	1	0	1	0	0	1	0	0	0	0	1	1	1	1	1	0	0	1	1	0	0	0	URep. Tanzania	6	1	0.09
USA	1	0	1	0	0	0	0	1	0	0	0	0	0	1	1	0	0	0	0	0	0	0	USA	3	1	15.63
Uruguay	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	1	1	1	1	1	1	Uruguay	10	1	0.19
Uzbekistan	1	0	1	1	1	1	0	1	0	0	1	0	1	1	1	0	0	0	0	0	0	0	Uzbekistan	6	1	0.15
Vanuatu	0	0	1	0	0	0	0	1	0	0	1	1	1	1	1	0	0	1	0	0	0	0	Vanuatu	5	1	0.06
Venezuela	1	1	1	1	1	1	0	1	1	0	1	1	1	1	1	0	0	1	1	0	0	0	Venezuela	7	1	0.99
Viet Nam	1	0	1	0	0	1	0	0	0	0	1	0	1	1	1	0	0	0	0	0	0	0	Viet Nam	5	1	0.08
Yemen	1	0	1	0	0	1	0	1	0	0	1	0	1	1	1	0	0	1	1	0	0	0	Yemen	7	1	0.13
Zambia	1	0	1	1	0	1	0	1	0	0	1	0	1	0	0	0	0	1	0	1	0	0	Zambia	8	1	0.16
Zimbabwe	1	0	1	0	0	1	0	0	0	0	1	0	1	1	1	0	0	1	1	0	0	0	Zimbabwe	6	1	0.2
	177	55	168	115	81	162	18	156	64	75	188	105	194	168	159	2	47	150	85	44	14	15				
	CERD	CERD. :Art.14	COPR	OPT. PROT.	2nd OP.	CEESCR	OP-CEESCR	CAI	CAT..Art.22	OPCAT	CEDAW	CEDAW. OP	CRC	CRC.OPSC	CRC.OPAC	CRC.OPIC	CMW	CRPD *	CRPD. OP *	CPPED **	CRPD ** Art.31	CRPD ** Art.32			WB IBRD members which have ratified at least 5 core human rights treaties; 82,4 % voting shares	
																									WB IBRD members which have ratified less than 5 core human rights treaties; 17,6 % voting shares	

Legend	
Yes	1
No	0

- * The Convention on the Rights of Persons with Disabilities and its Protocol entered into force on 3 May 2008.
- ** Together with the European Union, there are 128 parties to the Convention.
- *** The Convention for the Protection of All Persons from Enforced Disappearance entered into force on 23 December 2010
- **** For CRC: OPIC States are signatories only. Optional Protocol has not yet entered into force
- 1 States which made the declaration under art. 31 & 32 : Albania, Argentina, Belgium, Chile, France, Mali, Netherlands, Serbia, Spain. Uru
- 2 Japan made a declaration under article 32 only

German Institute for Human Rights, Berlin/Germany, 27.2.2015

Submission for the Review of the World Bank's Environmental and Social Framework

Here: Comments on the Draft Environmental and Social Framework as published in July 2014

Annex 2 - Table of WB member states, ILO membership and ratification of ILO Core Labour Standards Conventions as well as ratification of the International Covenant of Economic, Social and Cultural Rights (ICESCR)

		ILO Core Labour Standards Conventions and the number of their ratifications in brackets. The conventions are (see http://ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang-en/index.htm) :										
Total number in brackets		Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87) Right to Organise and Collective Bargaining Convention, 1949 (No. 98) Forced Labour Convention, 1930 (No. 29) Abolition of Forced Labour Convention, 1957 (No. 105) Minimum Age Convention, 1973 (No. 138) Worst Forms of Child Labour Convention, 1999 (No. 182) Equal Remuneration Convention, 1951 (No. 100) Discrimination (Employment and Occupation) Convention, 1958 (No. 111)									Number of total ratifications in brackets	
World Bank Member Countries (188)	ILO Member States (185)	Conv. 87 (153)	Conv. 98 (164)	Conv. 29 (177)	Conv. 105 (174)	Conv. 100 (171)	Conv. 111 (172)	Conv. 138 (167)	Conv. 182 (179)	States Parties to the ICESCR (162)		
Afghanistan	Afghanistan				1963	1969	1969	2010	2010	Afghanistan		
Albania	Albania	1957	1957	1957	1997	1957	1997	1998	2001	Albania		
Algeria	Algeria	1962	1962	1962	1969	1962	1969	1984	2001	Algeria		
Angola	Angola	2001	1976	1976	1976	1976	1976	2001	2001	Angola		
Antigua and Barbuda	Antigua and Barbuda	1983	1983	1983	1983	2003	1983	1983	2002			
Argentina	Argentina	1960	1956	1950	1960	1956	1968	1996	2001	Argentina		
Armenia	Armenia	2006	2003	2004	2004	1994	1994	2006	2006	Armenia		
Australia	Australia	1973	1973	1932	1960	1974	1973		2006	Australia		
Austria	Austria	1950	1951	1960	1958	1953	1973	2000	2001	Austria		
Azerbaijan	Azerbaijan	1992	1992	1992	2000	1992	1992	1992	2004	Azerbaijan		
Bahamas	Bahamas	2001	1976	1976	1976	2001	2001	2001	2001	Bahamas		
Bahrain	Bahrain		1981	1998			2000	2012	2001	Bahrain		
Bangladesh	Bangladesh	1972	1972	1972	1972	1998	1972		2001	Bangladesh		
Barbados	Barbados	1967	1967	1967	1967	1974	1974	2000	2000	Barbados		
Belarus	Belarus	1956	1956	1956	1995	1956	1961	1979	2000	Belarus		
Belgium	Belgium	1951	1953	1944	1961	1952	1977	1988	2002	Belgium		
Belize	Belize	1983	1983	1983	1983	1999	1999	2000	2000	Belize*		
Benin	Benin	1960	1968	1960	1961	1968	1961	2001	2001	Benin		
Bhutan												
Bolivia (Plurinational State of)	Bolivia (Plurinational State of)	1965	1973	2005	1990	1973	1977	1997	2003	Bolivia (Plurinational State of)		
Bosnia and Herzegovina	Bosnia and Herzegovina	1993	1993	1993	2000	1993	1993	1993	2001	Bosnia and Herzegovina		
Botswana	Botswana	1997	1997	1997	1997	1997	1997	1997	2000			
Brazil	Brazil		1952	1957	1965	1957	1965	2001	2000	Brazil		
Brunei Darussalam	Brunei Darussalam							2011	2008			
Bulgaria	Bulgaria	1959	1959	1932	1999	1955	1960	1980	2000	Bulgaria		
Burkina Faso	Burkina Faso	1960	1962	1960	1997	1969	1962	1999	2001	Burkina Faso		
Burundi	Burundi	1993	1997	1963	1963	1993	1993	2000	2002	Burundi		
Cabo Verde	Cabo Verde	1999	1979	1979	1979	1979	1979	2011	2001	Cabo Verde		
Cambodia	Cambodia	1999	1999	1969	1999	1999	1999	1999	2006	Cambodia		
Cameroon	Cameroon	1960	1962	1960	1962	1970	1988	2001	2002	Cameroon		
Canada	Canada	1972		2011	1959	1972	1964		2000	Canada		
Central African Republic	Central African Republic	1960	1964	1960	1964	1964	1964	2000	2000	Central African Republic		
Chad	Chad	1960	1961	1960	1961	1966	1966	2005	2000	Chad		
Chile	Chile	1999	1999	1933	1999	1971	1971	1999	2000	Chile		
China	China					1990	2006	1999	2002	China		
Colombia	Colombia	1976	1976	1969	1963	1963	1969	2001	2005	Colombia		
Comoros	Comoros	1978	1978	1978	1978	1978	2004	2004	2004	Comoros*		
Congo (Democratic Republic of)	Congo (Democratic Republic of)	1960	1999	1960	1999	1999	1999	1999	2002	Congo (Democratic Republic of)		
Congo (Republic of)	Congo (Republic of)	2001	1969	1960	2001	1969	2001	2001	2001	Congo (Republic of)		
Costa Rica	Costa Rica	1960	1960	1960	1959	1960	1962	1976	2001	Costa Rica		
Cote d'Ivoire	Côte d'Ivoire	1991	1991	1991	1997	1991	1991	1991	2001	Côte d'Ivoire		
Croatia	Croatia	1952	1952	1953	1958	1954	1965	1975		Croatia		
Cuba	Cuba	1966	1966	1960	1960	1987	1968	1997	2000	Cuba*		
Cyprus	Cyprus	1993	1993	1993	1996	1993	1993	2007	2001	Cyprus		
Czech Republic	Czech Republic	1960	1961	1960	1961	1961	1961	2003	2003	Czech Republic		
Denmark	Denmark	1951	1955	1932	1958	1960	1960	1997	2000	Denmark		
Djibouti	Djibouti	1978	1978	1978	1978	1978	2005	2005	2005	Djibouti		
Dominica	Dominica	1983	1983	1983	1983	1983	1983	1983	2001	Dominica		
Dominican Republic	Dominican Republic	1956	1953	1956	1958	1953	1964	1999	2000	Dominican Republic		
Ecuador	Ecuador	1967	1959	1954	1962	1957	1962	2000	2000	Ecuador		
Egypt	Egypt	1957	1954	1955	1958	1960	1960	1999	2002	Egypt		
El Salvador	El Salvador	2006	2006	1995	1958	2000	1995	1996	2000	El Salvador		
Equatorial Guinea	Equatorial Guinea	2001	2001	2001	2001	1985	2001	1985	2001	Equatorial Guinea		
Eritrea	Eritrea	2000	2000	2000	2000	2000	2000	2000		Eritrea		
Estonia	Estonia	1994	1994	1996	1996	1996	2005	2007	2001	Estonia		
Ethiopia	Ethiopia	1963	1963	2003	1999	1999	1966	1999	2003	Ethiopia		
Fiji	Fiji	2002	1974	1974	1974	2002	2002	2003	2002			
Finland	Finland	1950	1951	1936	1960	1963	1970	1976	2000	Finland		
France	France	1951	1951	1937	1969	1953	1981	1990	2001	France		
Gabon	Gabon	1960	1961	1960	1961	1961	1961	2010	2001	Gabon		
Gambia	Gambia	2000	2000	2000	2000	2000	2000	2000	2001	Gambia		
Georgia	Georgia	1999	1993	1993	1996	1993	1993	1996	2002	Georgia		
Germany	Germany	1957	1956	1956	1959	1956	1961	1976	2002	Germany		
Ghana	Ghana	1965	1959	1957	1958	1968	1961	2011	2000	Ghana		
Greece	Greece	1962	1962	1952	1962	1975	1984	1986	2001	Greece		
Grenada	Grenada	1994	1979	1979	1979	1994	2003	2003	2003	Grenada		
Guatemala	Guatemala	1952	1952	1989	1959	1961	1960	1990	2001	Guatemala		
Guinea	Guinea	1959	1959	1959	1961	1967	1960	2003	2003	Guinea		
Guinea-Bissau	Guinea-Bissau		1977	1977	1977	1977	1977	2009	2008	Guinea-Bissau		
Guyana	Guyana	1967	1966	1966	1966	1975	1975	1998	2001	Guyana		
Haiti	Haiti	1979	1957	1958	1958	1958	1976	2009	2007	Haiti		
Honduras	Honduras	1956	1956	1957	1958	1956	1960	1980	2001	Honduras		
Hungary	Hungary	1957	1957	1956	1994	1956	1961	1998	2000	Hungary		
Iceland	Iceland	1950	1952	1958	1960	1958	1963	1999	2000	Iceland		
India	India			1954	2000	1958	1960			India		
Indonesia	Indonesia	1998	1957	1950	1999	1958	1999	1999	2000	Indonesia		
Iran (Islamic Republic of)	Iran (Islamic Republic of)			1957	1959	1972	1964		2002	Iran (Islamic Republic of)		
Iraq	Iraq		1962	1962	1959	1963	1959	1985	2001	Iraq		
Ireland	Ireland	1955	1955	1931	1958	1974	1999	1978	1999	Ireland		
Israel	Israel	1957	1957	1955	1958	1965	1959	1979	2005	Israel		
Italy	Italy	1958	1958	1934	1968	1956	1963	1981	2000	Italy		
Jamaica	Jamaica	1962	1962	1962	1962	1975	1975	2003	2003	Jamaica		
Japan	Japan	1965	1953	1932		1967		2000	2001	Japan		
Jordan	Jordan		1968	1966	1958	1966	1963	1998	2000	Jordan		

Kazakhstan	Kazakhstan	2000	2001	2001	2001	2001	1999	2001	2003	Kazakhstan
Kenya	Kenya		1964	1964	1964	2001	2001	1979	2001	Kenya
Kiribati	Kiribati	2000	2000	2000	2000	2009	2009	2009	2009	
										Korea (Democratic People's Republic of)
Korea (Republic of)	Korea (Republic of)					1997	1998	1999	2001	Korea (Republic of)
Kosovo										
Kuwait	Kuwait	1961	2007	1968	1961		1966	1999	2000	Kuwait
Kyrgyz Republic	Kyrgyzstan	1992	1992	1992	1999	1992	1992	1992	2004	Kyrgyzstan
Lao People's Democratic Republic	Lao People's Democratic Republic			1964		2008	2008	2005	2005	Lao People's Democratic Republic
Latvia	Latvia	1992	1992	2006	1992	1992	1992	2006	2006	Latvia
Lebanon	Lebanon		1977	1977	1977	1977	1977	2003	2001	Lebanon
Lesotho	Lesotho	1966	1966	1966	2001	1998	1998	2001	2001	Lesotho
Liberia	Liberia	1962	1962	1931	1962		1959		2003	Liberia
Libya	Libya	2000	1962	1961	1961	1962	1961	1975	2000	Libya
										Liechtenstein
Lithuania	Lithuania	1994	1994	1994	1994	1994	1994	1998	2003	Lithuania
Luxembourg	Luxembourg	1958	1958	1964	1964	1967	2001	1977	2001	Luxembourg
Macedonia (Former Yugoslav Republic of)	Macedonia (Former Yugoslav Republic of)	1991	1991	1991	2003	1991	1991	1991	2002	Macedonia (Former Yugoslav Republic of)
Madagascar	Madagascar	1960	1998	1960	2007	1962	1961	2000	2001	Madagascar
Malawi	Malawi	1999	1965	1999	1999	1965	1965	1999	1999	Malawi
Malaysia	Malaysia		1961	1957		1997		1997	2000	
Maldives	Maldives	2013	2013	2013	2013	2013	2013	2013	2013	Maldives
Mali	Mali	1960	1964	1960	1962	1968	1964	2002	2000	Mali
Malta	Malta	1965	1965	1965	1965	1988	1988	1988	2001	Malta
Marshall Islands	Marshall Islands									
Mauritania	Mauritania	1961	2001	1961	1997	2001	1963	2001	2001	Mauritania
Mauritius	Mauritius	2005	1969	1969	1969	2002	2002	1990	2000	Mauritius
Mexico	Mexico	1950		1934	1959	1952	1961		2000	Mexico
Micronesia										
Moldova (Republic of)	Moldova (Republic of)	1996	1996	2000	1993	2000	1996	1999	2002	Moldova (Republic of)
										Monaco
Mongolia	Mongolia	1969	1969	2005	2005	1969	1969	2002	2001	Mongolia
Montenegro	Montenegro	2006	2006	2006	2006	2006	2006	2006	2006	Montenegro
Morocco	Morocco		1957	1957	1966	1979	1963	2000	2001	Morocco
Mozambique	Mozambique	1996	1996	2003	1977	1977	1977	2003	2003	
Myanmar	Myanmar	1955		1955					2013	
Namibia	Namibia	1995	1995	2000	2000	2010	2001	2000	2000	Namibia
Nepal	Nepal		1996	2002	2007	1976	1974	1997	2002	Nepal
Netherlands	Netherlands	1950	1993	1933	1959	1971	1973	1976	2002	Netherlands
New Zealand	New Zealand		2003	1938	1968	1983	1983		2001	New Zealand
Nicaragua	Nicaragua	1967	1967	1934	1967	1967	1967	1981	2000	Nicaragua
Niger	Niger	1961	1962	1961	1962	1966	1962	1978	2000	Niger
Nigeria	Nigeria	1960	1960	1960	1960	1974	2002	2002	2002	Nigeria
Norway	Norway	1949	1955	1932	1958	1959	1959	1980	2000	Norway
Oman	Oman			1998	2005			2005	2001	
Pakistan	Pakistan	1951	1952	1957	1960	2001	1961	2006	2001	Pakistan
Palau	Palau									Palau*
										Palestine (State of)
Panama	Panama	1958	1966	1966	1966	1958	1966	2000	2000	Panama
Papua New Guinea	Papua New Guinea	2000	1976	1976	1976	2000	2000	2000	2000	Papua New Guinea
Paraguay	Paraguay	1962	1966	1967	1968	1964	1967	2004	2001	Paraguay
Peru	Peru	1960	1964	1960	1960	1980	1970	2002	2002	Peru
Philippines	Philippines	1953	1953	2005	1960	1953	1960	1998	2000	Philippines
Poland	Poland	1957	1957	1958	1958	1954	1961	1978	2002	Poland
Portugal	Portugal	1977	1964	1956	1959	1967	1959	1998	2000	Portugal
Qatar	Qatar			1998	2007		1976	2006	2000	
Romania	Romania	1957	1958	1957	1998	1957	1973	1975	2000	Romania
Russian Federation	Russian Federation	1956	1956	1956	1998	1956	1961	1979	2003	Russian Federation
Rwanda	Rwanda	1988	1988	2001	1962	1980	1981	1981	2000	Rwanda
Samoa	Samoa	2008	2008	2008	2008	2008	2008	2008	2008	
San Marino	San Marino	1986	1986	1995	1995	1985	1986	1995	2000	San Marino
Sao Tome and Principe	Sao Tome and Principe	1992	1992	2005	2005	1982	1982	2005	2005	Sao Tome and Principe*
Saudi Arabia	Saudi Arabia			1978	1978	1978	1978	2014	2001	
Senegal	Senegal	1960	1961	1960	1961	1962	1967	1999	2000	Senegal
Serbia	Serbia	2000	2000	2000	2003	2000	2000	2000	2003	Serbia
Seychelles	Seychelles	1978	1999	1978	1978	1999	1999	2000	1999	Seychelles
Sierra Leone	Sierra Leone	1961	1961	1961	1961	1968	1966	2011	2011	Sierra Leone
Singapore	Singapore		1965	1965		2002		2005	2001	
Slovakia	Slovakia	1993	1993	1993	1997	1993	1993	1997	1999	Slovakia
Slovenia	Slovenia	1992	1992	1992	1997	1992	1992	1992	2001	Slovenia
Solomon Islands	Solomon Islands	2012	2012	1985	2012	2012	2012	2013	2012	Solomon Islands
Somalia	Somalia	2014	2014	1960	1961		1961		2014	Somalia
South Africa	South Africa	1996	1996	1997	1997	2000	1997	2000	2000	South Africa*
South Sudan	South Sudan		2012	2012	2012	2012	2012	2012	2012	
Spain	Spain	1977	1977	1932	1967	1967	1967	1977	2001	Spain
Sri Lanka	Sri Lanka	1995	1972	1950	2003	1993	1998	2000	2001	Sri Lanka
St. Kitts and Nevis	St. Kitts and Nevis	2000	2000	2000	2000	2000	2000	2005	2000	
St. Lucia	St. Lucia	1980	1980	1980	1980	1983	1983		2000	
St. Vincent and the Grenadines	St. Vincent and the Grenadines	2001	1998	1998	1998	2001	2001	2006	2001	St. Vincent and the Grenadines
Sudan	Sudan		1957	1957	1970	1970	1970	2003	2003	Sudan
Suriname	Suriname	1976	1996	1976	1976			2006	2006	Suriname
Swaziland	Swaziland	1978	1978	1978	1979	1981	1981	2002	2002	Swaziland
Sweden	Sweden	1949	1950	1931	1958	1962	1962	1990	2001	Sweden
Switzerland	Switzerland	1975	1999	1940	1958	1972	1961	1999	2000	Switzerland
Syrian Arab Republic	Syrian Arab Republic	1960	1957	1960	1958	1957	1960	2001	2003	Syrian Arab Republic
Tajikistan	Tajikistan	1993	1993	1993	1999	1993	1993	1993	2005	Tajikistan
Tanzania (United Republic of)	Tanzania (United Republic of)	2000	1962	1962	1962	2002	2002	1998	2001	Tanzania (United Republic of)
Thailand	Thailand			1969	1969	1999		2004	2001	Thailand
Timor-Leste	Timor-Leste	2009	2009	2009				2009	2009	Timor-Leste
Togo	Togo	1960	1983	1960	1999	1983	1983	1984	2000	Togo
Tonga										
Trinidad and Tobago	Trinidad and Tobago	1963	1963	1963	1963	1997	1970	2004	2003	Trinidad and Tobago
Tunisia	Tunisia	1957	1957	1962	1959	1968	1959	1995	2000	Tunisia
Turkey	Turkey	1993	1952	1998	1961	1967	1967	1998	2001	Turkey
Turkmenistan	Turkmenistan	1997	1997	1997	1997	1997	1997	2012	2010	Turkmenistan
Tuvalu	Tuvalu									
Uganda	Uganda	2005	1963	1963	1963	2005	2005	2003	2001	Uganda
Ukraine	Ukraine	1956	1956	1956	2000	1956	1961	1979	2000	Ukraine
United Arab Emirates	United Arab Emirates			1982	1997	1997	2001	1998	2001	
United Kingdom	United Kingdom	1949	1950	1931	1957	1971	1999	2000	2000	United Kingdom
United States of America	United States of America					1991			1999	United States of America*
Uruguay	Uruguay	1954	1954	1995	1968	1989	1989	1977	2001	Uruguay
Uzbekistan	Uzbekistan		1992	1992	1997	1992	1992	2009	2008	Uzbekistan

Vanuatu	Vanuatu	2006	2006	2006	2006	2006	2006	2006	2006	
Venezuela (Bolivarian Republic of)	Venezuela (Bolivarian Republic of)	1982	1968	1944	1964	1982	1971	1987	2005	Venezuela (Bolivarian Republic of)
Vietnam	Vietnam			2007		1997	1997	2003	2000	Vietnam
Yemen	Yemen	1976	1969	1969	1969	1976	1969	2000	2000	Yemen
Zambia	Zambia	1996	1996	1964	1965	1972	1979	1976	2001	Zambia
Zimbabwe	Zimbabwe	2003	1998	1998	1998	1989	1999	2000	2000	Zimbabwe

*[*signed but not ratified]*

Berlin/Germany, 27.2.2015

Submission for the Review of the World Bank's Environmental and Social Framework (ESF)

Here: Comments on the Draft Environmental and
Social Framework as published in July 2014

Annex 3 – Table of proposed changes

Scope of this submission:

- Environmental and Social Policy (ESP)
- Environmental and Social Standards (ESS) on
 - ESS 1: Assessment and Management of Environmental and Social Risks and Impacts
 - ESS 2: Labour and Working Conditions
 - ESS 7: Indigenous Peoples
 - ESS 10: Information Disclosure and Stakeholder Engagement

Will be submitted separately for practical reasons:

- ESS 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement

ESP/ ESS	Draft text as of July 2014	Suggested revision	Comment
Environmental and Social Policy (ESP)			
ESP Nr. 1	This Environmental and Social Policy sets out the mandatory requirements of the Bank in relation to the projects it supports through Investment Project Financing.	This Environmental and Social Policy sets out the mandatory requirements of the Bank in relation to the activities it supports through Investment Project Financing .	Extend coverage to all WB-supported activities, including development Policy Lending
ESP Nr. 3	To carry out this Policy, the Bank will:	To carry out this Policy, the Bank will ensure all Bank-supported activities meet or are consistent with the requirements of the ESS. In particular, the Bank will: (a) ensure that all Bank-supported activities respect the international treaty obligations of borrowers, including their human rights obligations, (the next subpoints will have to be renumbered)	Emphasize and specify WB responsibility
ESP Nr. 3b	As and where required, assist the Borrower to carry out early and continuing engagement and meaningful consultation with stakeholders, ...	As and where required, assist the Borrower to carry out and review early and continuing engagement and meaningful consultation with stakeholders	Emphasize and specify WB responsibility
ESP Nr. 4b	(iii) any prejudice or discrimination toward individuals or groups in providing access to development resources and project benefits, particularly in the case of disadvantaged or vulnerable groups;	(iii) any prejudice or discrimination toward individuals or groups that prevents them equal opportunity in providing access to development resources and project benefits, particularly in the case of disadvantaged or vulnerable groups;	Root causes of discrimination
ESP Nr. 5	Projects supported by the Bank through Investment Project Financing are expected to meet the following Environmental and Social Standards:	Activities supported by the Bank through Investment Project Financing are required expected to meet the following Environmental and Social Standards:	Extend coverage to all WB-supported activities /clarify that ESP/ESS are standards and not vague objectives
ESP Nr. 7	This Policy applies to all projects supported by the Bank through Investment Project Financing. The Bank will only support projects that are consistent with, and within the boundaries of, its Articles of Agreement and are expected to meet the requirements of the ESSs in a manner and within a timeframe acceptable to the Bank.	This Policy applies to all activities supported by the Bank through Investment Project Financing . The Bank will only support activities that are consistent with, and within the boundaries of, its Articles of Agreement and are expected to meet the requirements of the ESSs in a manner and within a timeframe acceptable to the Bank. Appraisal and management of all high risk and substantial risk activities will be excluded from any deferral or delegation, either through the use of borrower frameworks, common approaches , financial intermediaries or associated facilities	Extend coverage/Exclude risk prone categories from deferral and delegation and put them clearly under the control of the WB.

ESP/ ESS	Draft text as of July 2014	Suggested revision	Comment
ESP Nr. 9	Where the Bank is jointly financing a project with other multilateral or bilateral funding agencies, the Bank will cooperate with such agencies and the Borrower in order to agree on a common approach for the assessment and management of environmental and social risks and impacts associated with the project, provided that, in the view of the Bank, the common approach will not materially deviate from the objectives of the ESSs. The Bank will require the Borrower to apply the common approach to the project (and, where applicable, the Associated Facilities) in place of all or some of the requirements set out in the ESSs.	Where the Bank is jointly financing a project with other multilateral or bilateral funding agencies, the Bank will cooperate with such agencies and the Borrower in order to agree on a common approach for the assessment and management of environmental and social risks and impacts associated with the project, provided that, in the view of the Bank, the common approach will not materially deviate from the objectives of the ESSs. In cases of high and substantial risk projects, it must have been demonstrated that the requirements of the ESS have been met. The Bank will require the Borrower to apply the common approach to the project (and, where applicable, the Associated Facilities) in place of all or some of the requirements set out in the ESSs.	No dilution, clear standards/upward harmonization (stronger standard applies in cases of multi-donor cooperation), exclude risk prone categories from deferral and delegation and put them clearly under the control of the WB.
ESP Nr.1 0	Where the Bank is providing support to a project involving a Financial Intermediary, and other multilateral or bilateral funding agencies have already provided financing to the same Financial Intermediary, the Bank may rely on the requirements of such other agencies, including the institutional arrangements already established by the Financial Intermediary, in place of all or some of the requirements set out in the ESSs, provided that, in the view of the Bank, such requirements will not materially deviate from the objectives of the ESSs	Where the Bank is providing support to a project involving a Financial Intermediary, and other multilateral or bilateral funding agencies have already provided financing to the same Financial Intermediary, the Bank may rely on the requirements of such other agencies, including the institutional arrangements already established by the Financial Intermediary, in place of all or some of the requirements set out in the ESSs, provided that, in the view of the Bank, such requirements will not materially deviate from the objectives of the ESSs. In cases of high and substantial risk projects, it must have been demonstrated that the requirements of the ESS have been met.	No dilution, clear standards/upward harmonization (stronger standard applies in cases of multi-donor cooperation), exclude risk prone categories from deferral and delegation and put them clearly under the control of the WB.
ESP 11 & 12	<p>The Bank will require all Associated Facilities to meet the requirements of the ESSs, to the extent that the Borrower has control and influence over such Associated Facilities.</p> <p>Where Associated Facilities are being funded by other multilateral or bilateral funding agencies, the Bank may rely on the requirements of such other agencies in place of all or some of the requirements set out in the ESSs, provided that such requirements do not materially deviate from what would otherwise be required under the ESSs.</p>	<p>The Bank will require all Associated Facilities to meet the requirements of the ESSs, to the extent that the Borrower has control and influence over such Associated Facilities. Where associated facilities pose high or substantial risks to the project, the Borrower will collaborate with the third party to achieve the outcome that meets the ESS requirements.</p> <p>Where Associated Facilities are being funded by other multilateral or bilateral funding agencies, the Bank may rely on the requirements of such other agencies in place of all or some of the requirements set out in the ESSs, provided that such requirements do not materially deviate from what would otherwise be required under the ESSs.</p>	Exclude risk prone categories from deferral and delegation and put them clearly under the control of the WB/Upward harmonization

ESP/ ESS	Draft text as of July 2014	Suggested revision	Comment
ESP 13	The Bank will require the Borrower to structure projects so that they meet the requirements of the ESSs in a manner and a timeframe acceptable to the Bank.	The Bank will require the Borrower to structure projects so that they meet the requirements of the ESSs in a manner and a timeframe acceptable to the Bank. The Bank will require the time necessary to fully appraise risks and impacts that can be known at the time of board approval and consider certain capacity strengthening investment. All high and substantial risks will be fully appraised and reflected in the project documents before board approval.	No dilution, clear standards. Exclude risk prone categories from deferral and delegation and put them clearly under the control of the WB
ESP 16	Where the Bank has agreed that the Borrower may plan or take specific measures or actions to avoid, minimize, reduce or mitigate specific risks and impacts of the project over a specified timeframe, the Bank will require that the Borrower commit to not carrying out any activities or taking any actions in relation to the project that may cause material or significant adverse environmental or social risks or impacts until the relevant plans, measures or actions have been completed to the satisfaction of the Bank.	Where, in cases which are not high or substantial risk projects, the Borrower can not meet all of the ESS requirements at the time of Board approval, the Bank has agreed that and the Borrower may agree to plan or take specific measures or actions to avoid, minimize, reduce or mitigate specific low and moderate risks and impacts of the project over a specified timeframe. † The Bank will require the time necessary to fully appraise risks and impacts that can be known prior to Board approval and may request certain capacity strengthening measures. The Bank and the Borrower will agree to an ESCP to guide implementation of Borrowers' actions, including continued capacity-strengthening, to effectively manage all project and subproject risks and impacts. In design of the ESCP; the Bank will require that the Borrower commit to not carrying out any activities or taking any actions in relation to the project that may cause material or significant adverse environmental or social risks or impacts until the relevant plans, measures or actions have been completed to the satisfaction of the Bank.	Capacity strengthening of borrowers/ no deferral or delegation in cases of high or substantial risk activities

ESP/ ESS	Draft text as of July 2014	Suggested revision	Comment
ESP Nr. 18	If the project comprises or includes existing facilities or existing activities that do not meet the requirements of the ESSs at the time of approval by the Bank, the Bank will require the Borrower, as part of the ESCP, to adopt and implement measures satisfactory to the Bank so that the material aspects of such facilities or activities meet the requirements of the ESSs within a timeframe acceptable to the Bank. In determining satisfactory measures and an acceptable timeframe, the Bank will take into account the nature and scope of the project and the technical and financial feasibility of the proposed measures.	If the project comprises or includes existing facilities or existing activities that do not meet the requirements of the ESSs at the time of approval by the Bank, the Bank will require the Borrower, as part of the ESCP, to adopt and implement measures satisfactory to the Bank so that the material aspects of such facilities or activities meet the requirements of the ESSs within a timeframe acceptable to the Bank. Such measures for high and substantial risk projects and subprojects will meet all ESS requirements at the time of Board approval. In determining satisfactory measures and an acceptable timeframe, the Bank will take into account the nature and scope of the project and the technical and financial feasibility of the proposed measures.	No dilution/ no deferral or delegation regarding high risk and substantial risk projects.
ESP Nr. 20	The Bank will classify all projects (including intermediated financing projects) into one of four classifications: <i>High Risk, Substantial Risk, Moderate Risk</i> or <i>Low Risk</i> . In determining the appropriate risk classification, the Bank will take into account relevant issues, such as the type, location, sensitivity, and scale of the project; the nature and magnitude of the potential environmental and social risks and impacts; and the capacity and commitment of the Borrower (and other entities that may be responsible for the project) to manage the environmental and social risks and impacts in a manner consistent with the ESSs.	The Bank will classify all projects (including intermediated financing projects) into one of four classifications: <i>High Risk, Substantial Risk, Moderate Risk</i> or <i>Low Risk</i> . In determining the appropriate risk classification, the Bank will take into account relevant issues, such as the type, location, sensitivity, and scale of the project; the nature and magnitude of the potential environmental and social risks and impacts; and the capacity, experience and track record and commitment of the Borrower (and other entities that may be responsible for the project) to manage the environmental and social risks and impacts in a manner consistent with the ESSs. Risk categories are: a) High risk activities include ... b) Substantial risk activities include ... c) Moderate risk activities include ... d) Low risk activities include ...	WB has to include experience of Borrower in Assessment/Risk categories should be specified in the ESP/ESS themselves and not just in an Information Note.
ESP Nr. 22	Where the Bank is providing support to an FI, the risk classification of the project will be determined by the Bank taking into account the type of Investment Project Financing to be provided, the nature of the FI's existing portfolio, and the level of risk associated with the proposed subprojects.	Where the Bank is providing support to an FI, the risk classification of the project will be determined by the Bank taking into account the type of Investment Project Financing to be provided, the nature of the FI's existing portfolio, and the level of risk associated with the proposed subprojects. An assessment of the FI's environmental and social risk framework will be disclosed before board approval.	The use of Financial Intermediaries poses an increasing incentive as well as risk and has to be transparent.

ESP/ ESS	Draft text as of July 2014	Suggested revision	Comment
ESP Nr. 25	Where the Bank has agreed to use all, or part, of the Borrower's ES Framework for the assessment, development and implementation of the project, the Bank will work with the Borrower to identify and agree on measures and actions to address gaps in the ES Framework, to the extent that such measures and actions are necessary to ensure objectives materially consistent with the ESSs. The agreed measures and actions, together with the timeframes for completion of such measures and actions, will form part of the ESCP.	Where the Bank has agreed to use all, or part, of the Borrower's ES Framework for the assessment, development and implementation of the project, the Bank will work with the Borrower to identify and agree on measures and actions to address gaps in the ES Framework, to the extent that such measures and actions are necessary to ensure objectives materially consistent consistence with the ESSs. The agreed measures and actions, together with the timeframes for completion of such measures and actions, will form part of the ESCP.	No dilution
ESP Nr. 27	The Bank will conduct environmental and social due diligence of all projects proposed for support through Investment Project Financing. The purpose of the environmental and social due diligence is to assist the Bank in deciding whether to provide support for the proposed project and, if so, the way in which environmental and social risks and impacts will be addressed in the assessment, development and implementation of the project.	The Bank will conduct environmental and social due diligence of all projects proposed for support through Investment Project Financing . The purpose of the environmental and social due diligence is to assist the Bank in deciding whether to provide support for the proposed project and, if so, the way in which environmental and social risks and impacts will be addressed in the assessment, development and implementation of the project.	Extend coverage to all WB-supported projects
ESP Nr. 29	The Bank's due diligence responsibilities will include, as appropriate: (a) reviewing the information provided by the Borrower relating to the environmental and social risks and impacts of the project, and requesting additional and relevant information where there are gaps that prevent the Bank from completing its due diligence; and (b) providing guidance to assist the Borrower in developing appropriate measures consistent with the mitigation hierarchy to address environmental and social risks and impacts in accordance with the ESSs. The Borrower is responsible for ensuring that all relevant information is provided to the Bank so that the Bank can fulfill its responsibility to undertake environmental and social due diligence in accordance with this Policy.	The Bank's due diligence responsibilities will include, as appropriate: (a) reviewing and verifying the accuracy the information provided by the Borrower relating to the environmental and social risks and impacts of the project, and requesting additional and relevant information where there are gaps that prevent the Bank from completing its due diligence; and (b) providing guidance to assist the Borrower in developing appropriate measures consistent with the mitigation hierarchy to address environmental and social risks and impacts in accordance with the ESSs. The Borrower is responsible for ensuring that all relevant information is provided to the Bank so that the Bank can fulfill its responsibility to undertake environmental and social due diligence in accordance with this Policy. The Bank will verify the quality of the information provided and include the results in the track record of the Borrower.	Specification of WB's responsibility

<i>ESP/ESS</i>	<i>Draft text as of July 2014</i>	<i>Suggested revision</i>	<i>Comment</i>
ESP Nr. 33	In order to determine the applicability of ESS7, the Bank will undertake a screening to determine whether Indigenous Peoples are present in, or have collective attachment to, the project area. Where the Borrower has raised valid concerns regarding the application of ESS7, and submitted a request to the Bank to consider an alternative approach, the Bank may agree to the Borrower adopting such an approach, in which risks and impacts of the project on Indigenous People will be addressed through the application of the ESSs other than ESS7. The alternative approach will be structured so that relevant project-affected communities (of Indigenous Peoples) will be treated at least as well as other project-affected people. The agreement between the Bank and the Borrower regarding this approach will be set out in the ESCP.	In order to determine the applicability of ESS7, the Bank will undertake a screening to determine whether Indigenous Peoples are present in, or have collective attachment to, the project area. Where the Borrower has raised valid concerns regarding the application of ESS7, and submitted a request to the Bank to consider an alternative approach, the Bank may agree to the Borrower adopting such an approach, in which risks and impacts of the project on Indigenous People will be addressed through the application of the ESSs other than ESS7. The alternative approach will be structured so that relevant project-affected communities (of Indigenous Peoples) will be treated at least as well as other project-affected people. The agreement between the Bank and the Borrower regarding this approach will be set out in the ESCP.	Elimination of the "Alternative Approach" regarding Indigenous Peoples should be eliminated
ESP Nr. 34, 35, 37, 38, 46,	(...) High Risk (...)	(...) High Risk and Substantial Risk (...)	According to the IEG report which triggered the Safeguard review, under the risk categorization still in force, some projects have been wrongly classified as not being high risk. This should be avoided.
ESP Nr. 36	In assessing a proposed project involving an FI, the Bank will review the adequacy of national environmental and social requirements relevant to the project and the proposed subprojects, and the capacity of the FI to manage environmental and social issues. This will include an assessment of the procedures the FI will use to: (a) conduct environmental and social screening and classification of subprojects; (b) ensure sub-borrowers' conduct of environmental and social assessment of proposed subprojects; and (c) review the result of such assessments. When necessary, the Bank will ensure that the project includes measures to strengthen such procedures.	In assessing a proposed project involving an FI, the Bank will review the adequacy of national environmental and social requirements relevant to the project and the proposed subprojects, and the capacity of the FI to manage environmental and social issues. This will include an assessment of the policy , procedures, capacity , commitment and track record the FI will use to: (a) conduct environmental and social screening and classification of subprojects; (b) ensure sub-borrowers' conduct of environmental and social assessment of proposed subprojects; and (c) review the result of such assessments. When necessary, the Bank will ensure that the project includes measures to strengthen such procedures.	The Assessment of an FI needs to be expanded.

<i>ESP/ESS</i>	<i>Draft text as of July 2014</i>	<i>Suggested revision</i>	<i>Comment</i>
ESP Nr. 42	<p>In line with ESS10 and the World Bank Policy on Access to Information, the Bank will require the Borrower to ensure that sufficient information about the potential risks and impacts of the project is made available in a timely manner, in an accessible place, and in a form and language understandable to project-affected people and other stakeholders, so they can provide meaningful input into project design and mitigation measures.</p>	<p>In line with ESS10 and the World Bank Policy on Access to Information, the Bank will require the Borrower to ensure that throughout the project cycle sufficient information about the potential risks and impacts of the project is made available in a timely manner, in an accessible place, and in a form and language understandable to project-affected people and other stakeholders, so they can provide meaningful input into project design and mitigation measures.</p> <p>The Bank will provide the Board the information necessary to assess the potential risks and benefits of deferring appraisal of any known project risks, the use of borrower frameworks, or common approach agreements. The Board will have a complete and detailed assessment or gap analysis of any third party framework, proposed gap filling actions, and estimated probabilities that risk or proposed actions will occur. The Board will provide and disclose an explanations of any decisions to use borrower's frameworks, or common approach agreements.</p> <p>The Bank discloses any decision to change the project risk rating during implementation, including justification based on two prior monitoring reports.</p>	<p>Deviation from ESP/ESS as well as from prior categorization has to be explained publicly and in time.</p>

ESP/ ESS	Draft text as of July 2014	Suggested revision	Comment
ESP Nr. 49	Where the Bank has identified and agreed with the Borrower on corrective or preventive measures and actions, all material measures and actions will be included in the ESCP. Such measures and actions will be addressed in accordance with the timeframe set out in the ESCP or, if they are not included in the ESCP, in a reasonable timeframe, in the opinion of the Bank. The Bank will have the right, at its discretion, to apply the Bank's remedies if the Borrower fails to implement such measures and actions in the timeframes specified.	<p>Where the Bank has identified and agreed with the Borrower on corrective or preventive measures and actions, all material measures and actions will be included in the ESCP. Such measures and actions will be addressed in accordance with the timeframe set out in the ESCP or, if they are not included in the ESCP, in a reasonable timeframe, in the opinion of the Bank. The Bank will have the right, at its discretion, to apply the Bank's remedies if the Borrower fails to implement such measures and actions in the timeframes specified.</p> <p>The triggers for the range of remedy should the borrower be unable to meet the environmental and social risk related loan covenants will be explained in the ESCP. A period of 90 days is the maximum period to elapse after a deadline for a major commitment is missed and deficiency has not been resolved before a borrower faces a disbursement suspension.</p> <p>The Bank will maintain a tracking of environmental and social risk and impact performance for the lending portfolio, based on a small number of outcome indicators. Management tracking will include indicators of disbursement gaps which inform the intensity and frequency of Bank project supervision activities. The Bank will report annually on these indicators .</p>	In order to establish the ESS as standards and not vague objectives, consequences in cases of non-compliance have to be defined. Also, the Bank has to specify its monitoring obligations.

Environmental and Social Standard Nr. 1 - Assessment and Management of Environmental and Social Risks and Impacts (ESS 1)

ESS 1 - Nr. 1	ESS1 sets out the Borrower's responsibilities for assessing, managing and monitoring environmental and social risks and impacts associated with each stage of a project supported by the Bank through Investment Project Financing, in order to achieve environmental and social outcomes consistent with the ESSs. ESS1 also obliges the Borrower to consider the requirements of ESSs2 to 10.	ESS1 sets out the World Bank's expectations and the Bank's and Borrower's responsibilities for assessing, managing and monitoring environmental and social risks and impacts associated with each stage of a project supported by the Bank through Investment Project Financing, in order to achieve environmental and social outcomes consistent with the ESSs. ESS1 also obliges the Borrower to consider the requirements of ESSs2 to 10.	Underscoring responsibilities of both parties and extend coverage to all WB supported projects.
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<i>ESP/ESS</i>	<i>Draft text as of July 2014</i>	<i>Suggested revision</i>	<i>Comment</i>
ESS 1 - Nr. 2	Borrowers will conduct environmental and social assessment of projects proposed for Bank financing to help ensure that projects are environmentally and socially sound and sustainable. The environmental and social assessment will be commensurate with the risks and impacts of the project. It will inform the design of the project, and be used to identify mitigation measures and actions and to improve decision making.	Borrowers will conduct, and the Bank will review , environmental and social assessment of projects proposed for Bank financing to help ensure that projects are environmentally and socially sound and sustainable. The environmental and social assessment will be commensurate with the risks and impacts of the project. It will inform the design of the project, and be used to identify mitigation measures and actions and to improve decision making.	Specifying Bank responsibilities
ESS 1 - (between 5 and 6)	Objectives (...) • To utilize national environmental and social institutions, systems, laws, regulations and procedures in the assessment, development and implementation of projects.	Objectives The World Bank through these ESS commits itself to (...) • To develop and effectively utilize national environmental and social institutions, systems, laws, regulations and procedures in the assessment, development and implementation of projects. • To respect, protect and support to fulfill the Borrower's international treaty obligations, including its human rights obligations	Specifying the Bank's obligations. Capacity-building of borrowers' institution. Including an explicit commitment to the Borrower's international obligations
ESS 1 - Nr. 6	ESS1 applies to all projects supported by the Bank through Investment Project Financing. Borrowers will structure projects so that they meet the requirements of the ESSs in a manner and timeframe acceptable to the Bank, as set out in the ESCP.	ESS1 applies to all projects supported by the Bank through Investment Project Financing . Borrowers will structure projects so that they meet the requirements of the ESSs in a manner and timeframe acceptable to the Bank , as set out in the ESCP. Appraisal and management of all high risk and substantial risk activities will be excluded from any deferral or delegation, either through use of borrower frameworks, common approaches, financial intermediaries or associated facilities.	Extended coverage to all WB projects. No dilution. Exclusion of risk prone activities from deferral or delegation.
ESS 1 - Nr. 9		<i>Add:</i> Any existing facilities that do not meet the ESS requirements will require corrective action prior to Board approval.	No dilution of standards through
ESS 1 - Nr. 13	ESSs 1-10 apply to technical assistance supported by the Bank through Investment Project Financing, whether provided through a stand-alone project or as part of a project.	ESSs 1-10 apply to technical assistance supported by the Bank through Investment Project Financing , whether provided through a stand-alone project or as part of a project.	Extended coverage to all WB-supported projects
ESS 1 - Nr. 16	The Borrower will:	The Borrower will, subject to the Bank's ex post review and approval:	Specifying Bank's monitoring responsibilities

<i>ESP/ESS</i>	<i>Draft text as of July 2014</i>	<i>Suggested revision</i>	<i>Comment</i>
ESS 1 - Nr. 18	When a project is proposed for Bank support, the Borrower will provide information to the Bank in connection with the Bank's review of the Borrower's existing environmental and social framework relevant for the proposed project (the ES Framework).	When a project is proposed for Bank support, the Borrower will provide information to the Bank in connection with the Bank's review and approval of the Borrower's existing environmental and social framework relevant for the proposed project (the ES Framework).	Use of country system, capacity-strengthening. Specifying Bank responsibility
ESS 1 - Nr. 19	The Borrower, in consultation with the Bank, will identify measures and actions to address any gaps in the ES Framework, to the extent that such measures and actions are necessary to ensure objectives materially consistent with the ESSs. Such measures and actions may be implemented during project preparation or project implementation, as agreed with the Bank, and will include, where necessary, measures and actions to address any capacity development issues pertaining to the Borrower, any relevant national, subnational or sectoral implementing institution, and any implementing agency. The agreed measures and actions, together with the timeframes for their completion, will form part of the ESCP.	Starting in and consistent with the Systematic country Diagnostic and Country Partnership Framework, †the Borrower, in consultation with the Bank, will identify measures and actions to address any gaps in the ES Framework, to the extent that such measures and actions are necessary to ensure objectives objectives and the requirements of the ESSs. Such measures and actions will be assessed at the project concept review, including in initial stakeholder consultation of appropriate ESIA tools, and may be implemented during project preparation or project implementation, as agreed with the Bank, and will include, where necessary, measures and actions to address any capacity development issues pertaining to the Borrower, any relevant national, subnational or sectoral implementing institution, and any implementing agency. The agreed measures and actions, together with the timeframes for their completion conditions, will form part of the ESCP.	Use of country system, capacity-strengthening. Specifying Bank responsibility

<i>ESP/ESS</i>	<i>Draft text as of July 2014</i>	<i>Suggested revision</i>	<i>Comment</i>
ESS 1 - Nr. 20	<p>The Borrower will take all actions necessary to maintain the ES Framework, as well as acceptable implementation practices, track record, and capacity, in accordance with the Bank's review and the measures and actions identified in the ESCP, for the duration of the project. The Borrower will notify the Bank of any material changes in the ES Framework that may affect the project. If the ES Framework is changed in a manner inconsistent with the ESSs and the ESCP, the Bank will, at its discretion, either: (a) require revisions to the ESCP as necessary to meet the requirements of the ESSs; and/or (b) take such other measures as the Bank deems appropriate, including applying the Bank's remedies.</p>	<p>The Borrower will take all actions necessary to maintain the ES Framework, as well as acceptable implementation practices, track record, and capacity, in accordance with the Bank's review and the measures and actions identified in the ESCP, for the duration of the project. The Borrower will indicate who, within the Borrower's institutions, will ensure conformance with the framework and be responsible for its execution. The Borrower will communicate these aspects of the framework to affected communities and relevant project stakeholders. The Borrower will establish a community monitoring mechanism, providing capacity strengthening and resources as required. The Borrower will notify the Bank of any material changes in the ES Framework that may affect the project. If the ES Framework is changed in a manner inconsistent with the ESSs and the ESCP, the Bank will, at its discretion, either: (a) require revisions to the ESCP as necessary to meet the requirements of the ESSs; and/or (b) take such other measures as the Bank deems appropriate, including applying the Bank's remedies.</p>	<p>Use of country system, capacity-strengthening. Specifying Bank responsibility. Community monitoring.</p>
ESS 1 - Nr. 21	<p>The Borrower will carry out an environmental and social assessment of the project to assess the environmental and social risks and impacts of the project during each stage of the project cycle. The assessment will be commensurate and proportional with the potential risks and impacts of the project and the project classification assigned by the Bank, and will assess, in an integrated way, all relevant direct, indirect and cumulative environmental and social risks and impacts during each stage of the project cycle, including those specifically identified in ESSs2-10.</p>	<p>The Borrower will carry out an environmental and social assessment of the project, to be submitted to the Bank for its review and approval, to assess the environmental and social risks and impacts of the project during each stage of the project cycle. The assessment will be commensurate and proportional with the potential risks and impacts of the project and the project classification assigned by the Bank, and will assess, in an integrated way, all relevant direct, indirect and cumulative environmental and social risks and impacts during each stage of the project cycle, including those specifically identified in ESSs2-10. The Bank will require environmental and social assessments that do not initially meet these standards to be revised so that they do prior to project approval.</p>	<p>Specifying Bank responsibility and securing a substantial ESIA prior to implementation.</p>

<i>ESP/ESS</i>	<i>Draft text as of July 2014</i>	<i>Suggested revision</i>	<i>Comment</i>
ESS 1 - Nr. 22	The environmental and social assessment will be based on current information, including an accurate description and delineation of the project and any associated aspects, and environmental and social baseline data at an appropriate level of detail sufficient to inform characterization and mitigation of impacts. The assessment will evaluate the project's potential environmental and social risks and impacts; examine project alternatives; identify ways of improving project selection, siting, planning, design and implementation in order to prevent, minimize, mitigate, or compensate for adverse environmental and social impacts and enhance the positive impacts of the project. The environmental and social assessment will include stakeholder engagement as an integral part of the assessment, in accordance with ESS10.	The environmental and social assessment will be based on current information, including an accurate description and delineation of the project and any associated aspects, and environmental and social baseline data at an appropriate level of detail sufficient to inform characterization and mitigation of impacts. The assessment will be performed early enough in project planning to allow all changes needed to be consistent with the ESS and will evaluate the project's potential environmental and social risks and impacts; examine project alternatives; identify ways of improving project selection, siting, planning, design and implementation in order to prevent, minimize, mitigate, or compensate for adverse environmental and social impacts and enhance the positive impacts of the project. The environmental and social assessment will include stakeholder engagement as an integral part of the assessment, in accordance with ESS10.	Securing a substantial ESIA before project implementation
ESS 1 - Nr. 23	The environmental and social assessment will be an adequate, accurate, and objective evaluation and presentation of the risks and impacts, prepared by qualified and experienced persons. Depending on the potential significance of risks and impacts, the Borrower may be required to retain independent third party specialists to prepare or review all or part of the assessment.	The environmental and social assessment will be an adequate, accurate, and objective evaluation and presentation of the risks and impacts, prepared by qualified and experienced persons. Depending on the potential significance of risks and impacts, the For high risk projects, the Borrower may be is required to retain independent third party specialists to prepare or review all or part of the assessment.	
ESS 1- Nr. 27	Where the environmental and social assessment of the project identifies specific individuals or groups as disadvantaged or vulnerable, the Borrower will propose and implement differentiated measures so that adverse impacts do not fall disproportionately on the disadvantaged or vulnerable, and they are not disadvantaged in sharing any development benefits and opportunities resulting from the project.	Where the environmental and social assessment of the project identifies specific individuals or groups as disadvantaged or vulnerable, the Borrower will propose and implement differentiated measures so that their rights recognized under national and international law are respected and protected and that adverse impacts do not fall disproportionately on the disadvantaged or vulnerable, and they are not disadvantaged in sharing any development benefits and opportunities resulting from the project.	Discrimination, marginalized groups, elimination of structural discrimination

<i>ESP/ESS</i>	<i>Draft text as of July 2014</i>	<i>Suggested revision</i>	<i>Comment</i>
ESS 1 - Nr. 28	Where the Borrower is concerned that the process of identifying groups for purposes of applying ESS7 would create a serious risk of exacerbating ethnic tension or civil strife, or where the identification of culturally-distinct groups as envisioned in ESS7 is inconsistent with the provisions of the national constitution, the Borrower may request the Bank to agree on an alternative approach, in which risks and impacts of the project on Indigenous Peoples will be addressed through the application of the ESSs other than ESS7. The Borrower will initiate the request for such an alternative approach through written communication with the Bank, setting out a detailed rationale for the request. In doing so, the Borrower will also provide detailed information confirming how the alternative approach will address risks and impacts of the project on Indigenous Peoples. The alternative approach will be structured so that relevant project-affected communities (of Indigenous Peoples) will be treated at least as well as other project-affected people. The agreement between the Bank and the Borrower regarding this approach will be set out in the ESCP.	Where the Borrower is concerned that the process of identifying groups for purposes of applying ESS7 would create a serious risk of exacerbating ethnic tension or civil strife, or where the identification of culturally-distinct groups as envisioned in ESS7 is inconsistent with the provisions of the national constitution, the Borrower may request the Bank to agree on an alternative approach, in which risks and impacts of the project on Indigenous Peoples will be addressed through the application of the ESSs other than ESS7. The Borrower will initiate the request for such an alternative approach through written communication with the Bank, setting out a detailed rationale for the request. In doing so, the Borrower will also provide detailed information confirming how the alternative approach will address risks and impacts of the project on Indigenous Peoples. The alternative approach will be structured so that relevant project-affected communities (of Indigenous Peoples) will be treated at least as well as other project-affected people. The agreement between the Bank and the Borrower regarding this approach will be set out in the ESCP.	Eliminating the alternative approach regarding Indigenous Peoples
ESS 1 - Nr. 29, 31	... High Risk High Risk and Substantial Risk ...	Ensuring that risk prone categories of projects are consistent with the ESS, no deferral or delegation of responsibilities.
ESS 1- Nr. 35	The ESCP will take into account the findings of the environmental and social assessment, the Bank's environmental and social due diligence, and the results of engagement with stakeholders. It will be an accurate summary of the material measures and actions required to avoid, minimize, reduce or otherwise mitigate the potential environmental and social risks and impacts of the project. A completion date for each action will be specified in the ESCP.	The ESCP will take into account the findings of the environmental and social assessment, the Bank's environmental and social due diligence, and the results of engagement with stakeholders. It will be an accurate summary of the material measures and actions required to avoid, minimize, reduce or otherwise mitigate the potential environmental and social risks and impacts of the project. A completion date, budget, performance indicator, monitoring method and redress mechanism for each action will be specified in the ESCP.	Concretizing the ESCP so that potential harm is not only mitigated, but mitigation measures are quantified and set with a timeline.

<i>ESP/ESS</i>	<i>Draft text as of July 2014</i>	<i>Suggested revision</i>	<i>Comment</i>
ESS 1 - Nr. 38	The ESCP will set out a summary of the organizational structure that the Borrower will establish and maintain to implement the actions agreed in the ESCP. The organizational structure will take into account the different roles and responsibilities of the Borrower and the agencies responsible for implementing the project, and identify specific personnel with clear lines of responsibility and authority.	The ESCP will set out a summary of the organizational structure that the Borrower will establish and maintain to implement the actions agreed in the ESCP. The organizational structure will take into account the different roles and responsibilities of the Borrower and the agencies responsible for implementing the project, and identify a specific personnel with clear lines of responsibility and authority over involved agencies .	Use of country systems, capacity-building.
ESS 1 - Nr. 40	The ESCP will set out the systems, resources and personnel that the Borrower will put in place to carry out monitoring, and will identify any third parties that will be used to complement or verify the Borrower's monitoring activities.	The ESCP will set out the systems - including performance indicators, targets, monitoring methods and redress mechanisms - , resources and personnel that the Borrower will put in place to carry out monitoring, and will identify any third parties that will be used to complement or verify the Borrower's monitoring activities.	Use of country systems, capacity-building. Monitoring responsibilities of the Bank
ESS 1 - Nr. 41	Where appropriate, the ESCP will include a requirement that the Borrower prepare, and submit to the Bank for review, a process that allows for adaptive management of proposed minor project changes or unforeseen circumstances. The process will set out how such changes or circumstances will be managed and reported and any necessary changes will be made to the ESCP and relevant management tools.	Where appropriate, the ESCP will include a requirement that the Borrower prepare, and submit to the Bank for review, a process that allows for adaptive management of proposed minor project changes or unforeseen circumstances. The process will set out how such changes or circumstances will be managed and reported and any necessary changes will be made to the ESCP and relevant management tools.	No dilution.
ESS 1 - Nr. 45	The ESCP will identify the different management tools that the Borrower will use to develop and implement the measures and actions set out in the ESCP. These management tools will include, as appropriate, environmental and social management plans, environmental and social management frameworks, operational policies, operational manuals, management systems, procedures, practices and capital investments. All management tools will apply the mitigation hierarchy, and incorporate measures so that the project will meet the requirements of applicable laws and regulations and the ESSs in accordance with the ESCP for the duration of the project.	The ESCP will identify all the different management tools that and how the Borrower will use them to develop and implement the measures and actions set out in the ESCP. These management tools will include, as appropriate, environmental and social management plans, environmental and social management frameworks, operational policies, operational manuals, management systems, procedures, practices and capital investments. All management tools will apply the mitigation hierarchy, and incorporate measures so that the project will meet the requirements of applicable laws and regulations and the ESSs in accordance with the ESCP for the duration of the project.	Responsibility to develop a comprehensive ESCP. No dilution.

ESP/ ESS	Draft text as of July 2014	Suggested revision	Comment
ESS 1 - Nr. 48	The Borrower will notify the Bank promptly of any proposed changes to the scope, design, implementation or operation of the project that are likely to cause a material change in the environmental or social risks or impacts of the project. The Borrower will carry out appropriate additional assessment and stakeholder engagement in accordance with the ESSs, and propose changes, for approval by the Bank, to the ESCP and relevant management tools, as appropriate, in accordance with the findings of such assessments and consultation.	The Borrower will notify the Bank promptly of any proposed changes to the scope, design, implementation or operation of the project or the ESCP that are likely to cause a material change in the environmental or social risks or impacts of the project. The Bank will request and the Borrower will carry out appropriate additional assessment and stakeholder engagement in accordance with the ESSs. After consultation with stakeholders, the Borrower may and propose changes, for approval by the Bank, to the ESCP and relevant management tools, as appropriate, in accordance with the findings of such assessments and consultation. Requesting changes to the ESCP for high and substantial risk projects requires Bank board approval.	Specifying conditions for changes of projects and delineating Bank responsibility.

Environmental and Social Standard Nr. 2 - Labor and Working Conditions (ESS2)

ESS 2 - Nr. 1	ESS2 recognizes the importance of employment creation and income generation in the pursuit of poverty reduction and economic growth. By ensuring that workers in the project are treated fairly and provided with safe and healthy working conditions, Borrowers can promote sound worker-management relationships and enhance the development benefits of a project.	ESS2 recognizes that the importance of employment creation and income generation in the pursuit of poverty reduction and economic growth requires the protection of the fundamental rights of workers. By ensuring that workers in the project are treated fairly and provided with safe and healthy working conditions, Borrowers can promote sound worker-management relationships and enhance the development benefits of a project. The requirements set out in this ESS are guided by a number of international instruments, including treaties of the ILO and the United Nations. These serve as reference for any interpretation of this standard.	Establishing the link between poverty reduction and human rights. Including the reference to international instruments.
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ESP/ ESS	Draft text as of July 2014	Suggested revision	Comment
ESS 2 - Objectives (between 2 and 3)	<ul style="list-style-type: none"> To protect project workers, including vulnerable categories of workers such as women, children (of working age, in accordance with this ESS), and migrant workers. To avoid the use of forced and child labor. 	<ul style="list-style-type: none"> To protect all project workers involved in WB financed projects, including vulnerable categories of workers such as women, children (of working age, in accordance with this ESS), and migrant workers, workers engaged by third parties and workers in client's supply chain. To avoid the use of forced and child labor. To promote the fundamental rights to freedom of association and to collective bargaining and to establish, maintain and improve the worker-management relationship. To respect and protect the international treaty obligations of borrower countries and support them in fulfilling them 	<p>Completing the range of protected workers and protected rights so that all categories of workers and all Core Labour Standards are included. Making the link to international treaty obligations.</p>
ESS 2 - Nr. 3	<p>The term "project worker" is used to refer to people employed or engaged directly by the Borrower, the project proponent and/or project implementing agencies to work specifically in relation to the project. ESS2 applies to full-time, part-time, temporary, seasonal and migrant workers</p>	<p>The term "project worker" is used to refer to people employed or engaged directly or through subcontractors by the Borrower, the project proponent and/or project implementing agencies to work specifically in relation to the project. ESS2 applies to full-time, part-time, temporary, seasonal and migrant workers</p>	<p>Coverage of worker categories</p>
ESS 2 - Nr. 4	<p>Where government civil servants are working in connection with the project, whether full-time or part-time, they will remain subject to the terms and conditions of their existing public sector employment agreement or arrangement. ESS2 will not apply to such government civil servants, except for the provisions of paragraphs 15 to 19 (Protecting the Work Force) and paragraphs 20 and 21 (Occupational Health and Safety).</p>	<p>Where government civil servants are working in connection with the project, whether full-time or part-time, they will remain subject to the terms and conditions of their existing public sector employment agreement or arrangement. ESS2 will not apply to such government civil servants, except for the provisions of paragraphs 15 - 19 (Non-discrimination and workers' organization) (Protecting the Work Force) and paragraphs 20 and 21. (Occupational Health and Safety).</p>	<p>Non-discrimination and workers' organization are both fundamental and also Core Labour Standards.</p>
ESS 2 - Nr. 5	<p>The Borrower will have in place labor management procedures applicable to the project. These will set out the way in which project workers will be managed, consistent with the requirements of national law and this ESS</p>	<p>The Borrower will have in place or adopt labor management procedures applicable appropriate to the size and workforce of the project. Labour management procedures include but are not limited to human resource policies and procedures. These will set out the way in which project workers will be managed, consistent with the requirements of national law, including the international treaty obligations to which the borrower has committed himself, and this ESS</p>	<p>Labour management procedures should not only exist, but be adequate to the project. Reference to international obligations which are part of national law.</p>

<i>ESP/ESS</i>	<i>Draft text as of July 2014</i>	<i>Suggested revision</i>	<i>Comment</i>
ESS 2 - Nr. 6	Project workers will be provided with information that is clear and understandable regarding their terms of employment. The information will set out their rights under national labor and employment law (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits. This information will be provided at the beginning of the working relationship and when any material changes occur.	Project workers will be provided with information that is clear and understandable regarding their terms of employment. The information will set out their rights under national labor and employment law (which will include any applicable collective agreements as well as international obligations), including their rights related to hours of work, wages, overtime, compensation and benefits. This information will be provided at the beginning of the working relationship and when any material changes occur.	Inclusion of international treaty obligations
ESS 2 - Nr. 11	In countries where national law recognizes workers' rights to form and to join workers' organizations of their choosing without interference and to bargain collectively, the project will comply with national law. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner.	The project will respect, protect and promote the workers' rights to form and to join workers' organizations of their choosing without interference and to bargain collectively. In countries where national law recognizes workers' rights to form and to join workers' organizations of their choosing without interference and to bargain collectively, the project will comply with national law. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where national law substantially restricts workers' organizations, the project will not restrict workers from developing alternative mechanisms to express their grievances and protect their rights regarding working conditions and terms of employment. The management should not seek to influence or control these mechanisms.	Freedom of association is expected be part of the legislative framework of any country that is also member of the ILO - irrespective of ratification of C87.
ESS 2 - Nr. 13	The grievance mechanism will be designed to address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned, without any retribution, and will operate in an independent and objective manner.	The grievance mechanism will be designed to address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned, without any retribution, and will operate in an independent and objective manner. The mechanism should also allow for anonymous complaints to be raised and addressed.	This phrase is taken from IFC PS 2. Anonymous complaints are an important feature for the grievance mechanism to effectively protect workers from abuses.

Environmental and Social Standard Nr. 7 - Indigenous Peoples (ESS7)

ESP/ESS	Draft text as of July 2014	Suggested revision	Comment
ESS 7 - Nr. 1	ESS7 contributes to poverty reduction and sustainable development by ensuring that projects supported by the Bank enhance opportunities for Indigenous Peoples to participate in, and benefit from, the development process in ways that do not threaten their unique cultural identities and well-being.	ESS7 contributes to poverty reduction and sustainable development by ensuring that projects supported by the Bank enhance opportunities for Indigenous Peoples to participate in, and benefit from, the development process in ways that are guided by human rights standards in general as well as by the UN Declaration on the Rights of Indigenous Peoples (UNDRIP) in particular, and, thus, do not threaten their unique cultural identities and well-being.	Suggestion in accordance with UN Special Procedures in their letter to WB President of 12 December 2014
ESS 7 - Objectives (between 1 and 2)	<ul style="list-style-type: none"> • To ensure that the development process fosters full respect for the human rights, dignity, aspirations, identity, culture, and natural resource-based livelihoods of Indigenous Peoples. • To avoid adverse impacts of projects on Indigenous Peoples, or when avoidance is not possible, to minimize, mitigate and/or compensate for such impacts. • To promote sustainable development benefits and opportunities for Indigenous Peoples in a manner that is accessible, culturally appropriate and inclusive. • To improve project design and promote local support by establishing and maintaining an ongoing relationship based on meaningful consultation with the Indigenous Peoples affected by a project throughout the project's life-cycle. • To ensure the Free, Prior, and Informed Consent (FPIC) of affected Indigenous Peoples in the three circumstances described in this ESS. • To recognize, respect and preserve the culture, knowledge, and practices of Indigenous Peoples, and to provide them with an opportunity to adapt to changing conditions in a manner and in a timeframe acceptable to them. 	<ul style="list-style-type: none"> • To ensure that the development process fosters full respect for the human rights, dignity, aspirations, identity, culture, and natural resource-based livelihoods of Indigenous Peoples. • To anticipate and avoid adverse impacts of projects on Indigenous Peoples, or when avoidance is not possible, to minimize, mitigate and/or compensate for such impacts. • To promote sustainable development benefits and opportunities for Indigenous Peoples in a manner that is accessible, culturally appropriate and inclusive. • To improve project design and promote local support by establishing and maintaining an ongoing relationship based on meaningful consultation with the Indigenous Peoples affected by a project throughout the project's life-cycle. • To ensure the Free, Prior, and Informed Consent (FPIC) of affected Indigenous Peoples throughout the project's life cycle in the three circumstances described in this ESS. • To recognize, respect and preserve the culture, knowledge, and practices of Indigenous Peoples, in line with internationally recognized standards such as UNDRIP and to correspondingly provide them with an opportunity to adapt to changing conditions in a manner and in a timeframe acceptable to them. 	Impacts should already be assessed prior, in order to be possibly avoided. ESS should apply in all circumstances of a project. Internationally agreed instruments should serve as reference.,

<i>ESP/ESS</i>	<i>Draft text as of July 2014</i>	<i>Suggested revision</i>	<i>Comment</i>
ESS 2 - Nr. 5	There is no universally accepted definition of Indigenous Peoples. Indigenous Peoples may be referred to in different countries by such terms as "indigenous ethnic minorities," "aboriginals," "hill tribes," "minority nationalities," "scheduled tribes," "first nations," or "tribal groups." As the applicability of such terminology varies widely from country to country, the Borrower may agree with the Bank on an alternative terminology for the Indigenous Peoples as appropriate to the circumstances of the Borrower.	There is no universally accepted definition of Indigenous Peoples. Indigenous Peoples may be referred to in different countries by such terms as "indigenous ethnic minorities," "aboriginals," "hill tribes," "minority nationalities," "scheduled tribes," "first nations," or "tribal groups." As the applicability of such terminology varies widely from country to country, the Borrower may agree with the Bank on an alternative terminology for the Indigenous Peoples as appropriate to the circumstances of the Borrower as well as the Indigenous Peoples.	The definition of Indigenous Peoples is a self-definition. Therefore - and as adequate for vulnerable groups in general - they should chose how they wish to be called.
ESS 7 - Nr. 8	Following a determination by the World Bank that Indigenous Peoples are present in, or have collective attachment to the project area, the Borrower may be required to seek inputs from appropriate specialists to meet the consultation, planning, or other requirements of this ESS.	Following a determination by the World Bank that Indigenous Peoples are present in, or have collective attachment to the project area, the Borrower shall may be required to seek inputs from appropriate specialists to meet the consultation, planning, or other requirements of this ESS.	
Ess 7 - Nr. 9	Where the Borrower is concerned that the process of identifying groups for purposes of applying this ESS would create a serious risk of exacerbating ethnic tension or civil strife, or where the identification of culturally-distinct groups as envisioned in this ESS is inconsistent with the provisions of the national constitution, the Borrower may request the Bank to agree on an alternative approach, in which risks and impacts of the project on Indigenous Peoples will be addressed through the application of the ESSs other than ESS7. The Borrower will initiate the request for such an alternative approach through written communication with the Bank, setting out a detailed rationale for the request. In doing so, the Borrower will also provide detailed information confirming how the alternative approach will address risks and impacts of the project on Indigenous Peoples. The alternative approach will be structured so that relevant project-affected communities (of Indigenous Peoples) will be treated at least as well as other project-affected people. The agreement between the Bank and the Borrower regarding this approach will be set out in the ESCP.	Where the Borrower is concerned that the process of identifying groups for purposes of applying this ESS would create a serious risk of exacerbating ethnic tension or civil strife, or where the identification of culturally-distinct groups as envisioned in this ESS is inconsistent with the provisions of the national constitution, the Borrower may request the Bank to agree on an alternative approach, in which risks and impacts of the project on Indigenous Peoples will be addressed through the application of the ESSs other than ESS7. The Borrower will initiate the request for such an alternative approach through written communication with the Bank, setting out a detailed rationale for the request. In doing so, the Borrower will also provide detailed information confirming how the alternative approach will address risks and impacts of the project on Indigenous Peoples. The alternative approach will be structured so that relevant project-affected communities (of Indigenous Peoples) will be treated at least as well as other project-affected people. The agreement between the Bank and the Borrower regarding this approach will be set out in the ESCP.	Elimination of the alternative approach. FPIC does not foresee any exceptions.

ESP/ ESS	Draft text as of July 2014	Suggested revision	Comment
ESS 7 - Nr. 11	<p>The Borrower will assess the nature and degree of the expected direct and indirect economic, social, cultural (including cultural heritage), and environmental impacts on Indigenous Peoples who are present in, or have collective attachment to, the project area. The Borrower will prepare a consultation strategy and identify the means by which affected Indigenous Peoples will participate in project design and implementation. Subsequently, effective project design and documentation will be developed as set out below.</p>	<p>The Borrower will assess the nature and degree of the expected direct and indirect economic, social, cultural (including cultural heritage), and environmental impacts on Indigenous Peoples who are present in, or have collective attachment to, the project area. The Borrower will prepare a consultation strategy, which guarantees that even local and female representatives of indigenous people from remote area are included in the consultation, and identify in close consultation with relevant stakeholders the means by which affected Indigenous Peoples will participate in project design and implementation. Subsequently, effective project design and documentation will be developed as set out below.</p>	<p>Operationalization of non-discrimination and FPIC</p>
ESS 7 - Nr. 14	<p>When Indigenous Peoples are not the sole project beneficiaries, planning requirements will vary with circumstances. The Borrower will design and implement the project in a manner that provides affected Indigenous Peoples with equitable access to project benefits. The concerns or preferences of Indigenous Peoples will be addressed through meaningful consultation and project design, and documentation will summarize the consultation results and describe how Indigenous Peoples' issues have been addressed in project design. Arrangements for ongoing consultations during implementation and monitoring will also be described.</p>	<p>When Indigenous Peoples are not the sole project beneficiaries, planning requirements will vary with circumstances. The Borrower will design and implement the project in a manner that provides affected Indigenous Peoples with equitable access to project benefits. The concerns or preferences of Indigenous Peoples will be addressed through meaningful consultation and project design, and in accordance with FPIC, and documentation will summarize the consultation results and describe how Indigenous Peoples' issues have been addressed in project design. Arrangements for ongoing consultations during implementation and monitoring will also be described.</p>	<p>"meaningful consultation" is not very specific.</p>

<i>ESP/ESS</i>	<i>Draft text as of July 2014</i>	<i>Suggested revision</i>	<i>Comment</i>
ESS 7 - Nr. 18	<p>To promote effective project design, to build local project support or ownership, and to reduce the risk of project-related delays or controversies, the Borrower will undertake an engagement process with affected Indigenous Peoples, as required in ESS10. This engagement process will include stakeholder analysis and engagement planning, disclosure of information, and meaningful consultation, in a culturally appropriate and gender and inter-generationally inclusive manner. In addition, this process will:</p> <ul style="list-style-type: none"> (a) Involve Indigenous Peoples' representative bodies and organizations (e.g., councils of elders or village councils, or chieftains) and, where appropriate, other community members; (b) Provide sufficient time for Indigenous Peoples' decision-making processes; and (c) Where applicable, allow for Indigenous Peoples' effective participation in the design of project activities or mitigation measures that could potentially affect them either positively or negatively. 	<p>To promote effective project design, to build local project support or ownership, and to reduce the risk of project-related delays or controversies, the Borrower will undertake an engagement process with affected Indigenous Peoples, as required in ESS10. This engagement process will include stakeholder analysis and engagement planning, disclosure of information, and meaningful consultation, in a culturally appropriate and gender and inter-generationally inclusive manner. In addition, this process will:</p> <ul style="list-style-type: none"> (a) Involve Indigenous Peoples' representative bodies and organizations¹ (e.g., councils of elders or village councils, or chieftains) and, where appropriate, other community members such as women; (b) Provide sufficient time for Indigenous Peoples' decision-making processes; and (c) Where applicable, allow for Indigenous Peoples' effective participation in the design of project activities or mitigation measures that could potentially affect them either positively or negatively. 	No dilution. Non-discrimination

¹ For projects that have a regional or national scope, the meaningful consultation may be carried out with Indigenous organizations or representatives at the relevant national or regional levels. These organizations or representatives will be identified in the stakeholder engagement process described in ESS10.

ESP/ ESS	Draft text as of July 2014	Suggested revision	Comment
ESS 7 - Nr. 20	<p>There is no universally accepted definition of FPIC. For the purposes of this ESS, FPIC is established as follows:</p> <p>(a) The scope of FPIC applies to project design, implementation arrangements and expected outcomes related to risks and impacts on the affected Indigenous Peoples;</p> <p>(b) FPIC builds on and expands the process of meaningful consultation described in paragraph 18. Fehler! Verweisquelle konnte nicht gefunden werden. above and ESS10, and will be established through good faith negotiation between the Borrower and affected Indigenous Peoples;</p> <p>(c) The Borrower will document: (i) the mutually accepted process between the Borrower and Indigenous Peoples; and (ii) evidence of agreement between the parties on the outcome of the negotiations; and</p> <p>(d) FPIC does not require unanimity and may be achieved even when individuals or groups within or among affected Indigenous Peoples explicitly disagree.</p>	<p>While There is no universally accepted international treaty definition of FPIC, UNDRIP provides an authoritative guideline. It establishes FPIC as an important instrument of IPs' rights to self-determination. For the purposes of this ESS, FPIC is further established as follows:</p> <p>(a) The scope of FPIC applies to project design, implementation arrangements and expected outcomes related to risks and impacts on the affected Indigenous Peoples;</p> <p>(b) FPIC builds on and expands the process of meaningful consultation described in paragraph 18 above and ESS10, and will be established through good faith negotiation between the Borrower and affected Indigenous Peoples;</p> <p>(c) The Borrower will document: (i) the mutually accepted process between the Borrower and Indigenous Peoples; and (ii) evidence of agreement between the parties on the outcome of the negotiations; and</p> <p>(d) FPIC does not require unanimity, but good faith negotiations in order to define a collective position. Where agreement cannot be achieved, careful deliberation with appropriate expert advice should be sought. Complying with those requirements, consent and may be achieved even when individuals or groups within or among affected Indigenous Peoples explicitly disagree.</p>	<p>FPIC, international standards.</p>

<i>ESP/ ESS</i>	<i>Draft text as of July 2014</i>	<i>Suggested revision</i>	<i>Comment</i>
ESS 7 - Nr. 23	Indigenous Peoples are often closely tied to their land and related natural resources. Frequently, land is traditionally owned or under customary use or occupation. While Indigenous Peoples may not possess legal title to land as defined by national law, their use of the land, including seasonal or cyclical use, for their livelihoods, or for cultural, ceremonial, and spiritual purposes that define their identity and community, can often be substantiated and documented. Where projects are likely to have significant impacts on land that is traditionally owned or under customary use or occupation by Indigenous Peoples, the Borrower will prepare a plan for legal recognition of their perpetual or long-term renewable custodial or use rights.	Indigenous Peoples are often closely tied to their land and related natural resources. Frequently, land is traditionally owned or under customary use or occupation. While Indigenous Peoples may not possess legal title to land as defined by national law, their use of the land, including seasonal or cyclical use, for their livelihoods, or for cultural, ceremonial, and spiritual purposes that define their identity and community, can often be substantiated and documented. Where projects are likely to have significant impacts on land that is traditionally owned or under customary use or occupation by Indigenous Peoples, the Borrower - in consultation with relevant stakeholders -. will prepare a plan for legal recognition of their perpetual or long-term renewable custodial or use rights.	Inclusive participation

ESP/ESS	Draft text as of July 2014	Suggested revision	Comment
<p>ESS 7 - Nr. 24</p>	<p>If the Borrower proposes to locate a project, or commercially develop natural resources, on land traditionally owned by, or under the customary use or occupation of, Indigenous Peoples, and adverse impacts can be expected, the Borrower will take the following steps and obtain their FPIC:</p> <ul style="list-style-type: none"> (e) Document efforts to avoid and otherwise minimize the area of land proposed for the project; (f) Document efforts to avoid and otherwise minimize impacts on natural resources subject to traditional ownership or customary use or occupation; (g) Identify and review all property interests, tenurial arrangements, and traditional resource usage prior to purchasing, leasing or, as a last resort, undertaking land acquisition; (h) Assess and document Indigenous Peoples' resource use without prejudicing any Indigenous Peoples' land claim. The assessment of land and natural resource use will be gender inclusive and specifically consider women's role in the management and use of these resources; (i) Ensure that affected Indigenous Peoples are informed of: (i) their land rights under national law, including any national law recognizing customary use rights; (ii) the scope and nature of the project; and (iii) the potential impacts of the project; and (j) Where a project promotes commercial development of their land or resources, afford due process, and offer compensation together with culturally appropriate sustainable development opportunities to Indigenous Peoples, at least equivalent to that to which any landowner with 	<p>If the Borrower proposes to locate a project, or commercially develop natural resources, on land traditionally owned by, or under the customary use or occupation of, Indigenous Peoples, and adverse impacts can be expected, the Borrower will take the following steps and obtain their FPIC:</p> <ul style="list-style-type: none"> (a) Document efforts to avoid and otherwise minimize the area of land proposed for the project; (b) Document efforts to avoid and otherwise minimize impacts on natural resources subject to traditional ownership or customary use or occupation; (c) Identify and review and document all property interests, tenurial arrangements, and traditional resource usage prior to purchasing, leasing or, as a last resort, undertaking land acquisition; (d) Assess and document Indigenous Peoples' resource use without prejudicing any Indigenous Peoples' land claim. The assessment of land and natural resource use will be gender inclusive and specifically consider women's role in the management and use of these resources; (e) Ensure that affected Indigenous Peoples are informed of: (i) their land rights under national and international law, including any national or international law recognizing customary use rights; (ii) the scope and nature of the project; and (iii) the potential impacts of the project; and (f) Where a project promotes commercial development of their land or resources, afford due process, and offer compensation together with culturally appropriate sustainable development opportunities to Indigenous Peoples, at least equivalent to that to which any landowner with 	<p>Operationalization of FPIC</p>

<i>ESP/ESS</i>	<i>Draft text as of July 2014</i>	<i>Suggested revision</i>	<i>Comment</i>
ESS 7 - Nr. 27	Where a project proposes to use the cultural heritage including knowledge, innovations, or practices of Indigenous Peoples for commercial purposes, the Borrower will inform the affected Indigenous Peoples of: (a) their rights under national law; (b) the scope and nature of the proposed commercial development; and (c) the potential consequences of such development; and obtain their FPIC. The Borrower will also ensure fair and equitable sharing of benefits from commercialization of such knowledge, innovation, or practice, consistent with the customs and traditions of the Indigenous Peoples.	Where a project proposes to use the cultural heritage including knowledge, innovations, or practices of Indigenous Peoples for commercial purposes, the Borrower will inform the affected Indigenous Peoples of: (a) their rights under national law and international law ; (b) the scope and nature of the proposed commercial development; and (c) the potential consequences of such development; and obtain their FPIC. The Borrower will also ensure fair and equitable sharing of benefits from commercialization of such knowledge, innovation, or practice, consistent with the customs and traditions of the Indigenous Peoples.	Reference to international obligations

Environmental and Social Standard Nr. 10 - Information Disclosure and Stakeholder Engagement (ESS10)

ESS 10 - Nr. 1	This ESS recognizes the importance of open and transparent engagement between the Borrower, communities affected by the project, project workers, and, where appropriate, other stakeholders as an essential element of good international practice.	This ESS The World Bank recognizes and through this ESS underscores and seeks to give effect the importance of open and transparent engagement between the Borrower, communities affected by the project, project workers, and, where appropriate, other stakeholders as an essential element of good international practice.	Clarification of the commitment of the Bank.
ESS 10 - Nr. 2	This ESS identifies stakeholder engagement as an ongoing process involving: (a) identification of stakeholders and their concerns; (b) disclosure of appropriate project information; (c) meaningful consultation with stakeholders; and (d) establishment of a mechanism by which people can make comments on project proposals and performance or raise grievances.	This ESS identifies stakeholder engagement as an ongoing process involving: (a) early and comprehensive identification of stakeholders and their concerns; (b) timely and accessible disclosure of all relevant and appropriate project information; (c) meaningful and transparent consultation with stakeholders; and (d) accessibility of facilities free from discrimination and free from environment barriers for vulnerable people and those with disabilities and establishment of an effective mechanism by which people can make comments on project proposals and performance or raise grievances related to the project, the Borrower, or Bank financing thereof.	Greater clarity, specificity and inclusivity.

ESP/ESS	Draft text as of July 2014	Suggested revision	Comment
ESS 10 - Objectives (between 3 and 4)	<ul style="list-style-type: none"> • To outline a systematic approach to stakeholder engagement that will help Borrowers build and maintain a constructive relationship with their stakeholders, in particular project-affected communities. • To promote improved environmental and social performance of Borrowers through effective engagement with their stakeholders. • To promote and provide means for adequate engagement with project-affected communities throughout the project cycle on issues that could potentially affect them and to ensure that meaningful environmental and social information is disclosed to them and to other stakeholders. • To ensure that all stakeholders have ways to access project information and raise issues; • To ensure that project-affected communities have accessible means to raise issues and grievances, and that Borrowers respond to and manage such issues and grievances appropriately. 	<p>The World Bank through this ESS commits and seeks</p> <ul style="list-style-type: none"> • To outline a systematic approach to stakeholder engagement that will help Borrowers build and maintain a constructive relationship with their stakeholders, in particular project-affected communities, as well as ensure the participation of marginalized and vulnerable groups. • To promote improved environmental and social performance and sustainability of Borrowers through effective engagement with their stakeholders. • To promote and provide means for adequate engagement with project-affected communities throughout the project cycle on issues that could potentially affect them and to ensure that meaningful environmental and social information is fully disclosed to them and to other stakeholders in a timely manner. • To ensure that all stakeholders have ways to access project information and raise issues; • To ensure that project-affected communities have accessible means to raise issues and grievances, and that Borrowers respond to and manage such issues and grievances appropriately in a timely manner. 	Clarification of the commitment of the Bank.
ESS 10 Nr. 5	For the purpose of this ESS, "stakeholder" refers to project-affected communities and, where appropriate, other stakeholders.	For the purpose of this ESS, "stakeholder" refers to persons or groups potentially affected by project actions in its areas of influence and may be considered synonymous with project-affected communities and, where appropriate, other stakeholders. Other stakeholders are those who may not be directly affected, but who have a stake or active interest, such as local authorities, CSOs, etc	Greater clarity, specificity and inclusivity.

<i>ESP/ESS</i>	<i>Draft text as of July 2014</i>	<i>Suggested revision</i>	<i>Comment</i>
ESS 10 Nr. 10	<p>Disclosure of relevant project information helps stakeholders understand the risks, impacts and opportunities of the project. If communities may be affected by environmental or social impacts from the project, the Borrower will provide them with access to the following information:</p> <ul style="list-style-type: none"> (a) The purpose, nature and scale of the project; (b) The duration of proposed project activities; (c) Any risks to and potential impacts on communities and proposed mitigation plans; (d) The envisaged stakeholder engagement process, if any, and opportunities and ways in which stakeholders can participate; (e) The time and venue of any envisaged public consultation meetings, and the process by which meetings are notified, summarized, and reported; and (f) The process and means by which grievances are raised and managed. 	<p>Disclosure of relevant project information helps stakeholders understand the risks, impacts and opportunities of the project. If communities may be affected by environmental or social impacts from the project, the Borrower will provide them with access to the following information:</p> <ul style="list-style-type: none"> (a) The purpose, nature and scale of the project; (b) The planned timing and duration of proposed project activities and major factors affecting them ; (c) Any risks to and potential impacts on communities and proposed mitigation plans; (d) The envisaged stakeholder engagement process, if any, and opportunities and ways in which stakeholders can participate; (e) The time and venue of any envisaged public consultation meetings, and the process by which meetings are notified, summarized, and reported; and (f) The process and means by which grievances are raised and managed. <p>This disclosure will be subject to Bank review to ensure completeness and grant approval, failure will trigger the Bank to request revision</p> <p>Minimum disclosure requirements for high risk and substantial risk projects are: a draft ESIA and ESMP, draft stakeholder engagement plan, preliminary E&S framework assessment/gap analysis, final /updated ESIAs, ESCPs & resettlement planes and IP plans.</p>	<p>Concreitization of Bank responsibilities as well as the range of relevant documents.</p>

<i>ESP/ESS</i>	<i>Draft text as of July 2014</i>	<i>Suggested revision</i>	<i>Comment</i>
ESS 10 Nr. 11	The information will be disclosed in local language(s) and in a manner that is accessible and culturally appropriate, taking into account any specific needs of groups that may be differentially or disproportionately affected by the project because of their status or groups of the population with specific information needs (such as, literacy, gender, differences in language or accessibility of technical information).	The information will be disclosed in local language(s) and in a manner that is accessible and culturally appropriate, taking into account any specific needs of groups that may be differentially or disproportionately affected by the project because of their status or groups of the population with specific information needs (such as, literacy, gender, disability , differences in language or accessibility of technical information). These disclosures will be subject to Bank review and approval to ensure completeness and accuracy; failing this, the Bank will request revision to meet these standards.	Concretization of Bank responsibilities.
ESS 10 Nr. 12	The Borrower will identify the various individuals or groups who: (a) are affected or likely to be affected by the project (project-affected communities); or (b) may have an interest in the project (other stakeholders)	The Borrower, in collaboration with the community , will identify the various individuals or groups who: (a) are affected or likely to be affected by the project (project-affected communities); or (b) may have an interest in the project (other stakeholders)	The Community should have a say as to who is concerned.
ESS 10 Nr. 14	The Borrower will develop and implement a Stakeholder Engagement Plan (SEP). The SEP will describe the timing and methods of engagement with the project-affected communities and other stakeholders throughout the life-cycle of the project. The SEP will also describe the range of information to be communicated to stakeholders, as well as information to be sought from them. Engagement will be appropriate to the nature and scale of the risks, impacts and development stage of the project, and the nature and level of stakeholder impacts and concerns. For projects with little or no impact on project-affected communities, stakeholder engagement may be minimal. The SEP will be disclosed.	The Borrower will develop and implement a Stakeholder Engagement Plan (SEP), subject to Bank review and approval to ensure it meets these requirements . The SEP will describe the plans for timing and methods of engagement with the project-affected communities and other stakeholders and reporting on such engagement throughout the life-cycle of the project, including as part of the ESA . The SEP will also describe the range of information to be communicated to stakeholders, as well as information to be sought from them. Engagement will be appropriate to the nature and scale of the risks, impacts and development stage of the project, and the nature and level of stakeholder impacts and concerns. For projects with little or no impact on project-affected communities, stakeholder engagement may be minimal. The draft SEP will be disclosed publicly, prior to project appraisal, and a final SEP will be disclosed upon project approval . Updates to the SEP during implementation will also be disclosed.	Concretization of bank responsibilities, transparency and timing.

ESP/ ESS	Draft text as of July 2014	Suggested revision	Comment
ESS 10 Nr. 16	<p>16. The SEP will describe the measures that will be used to remove obstacles to participation, such as those based on gender, age, or other differences, and how the views of differently affected groups will be captured. Where applicable, the SEP will include differentiated measures to allow the effective participation of those identified as disadvantaged or vulnerable. Dedicated approaches and an increased level of resources may be needed for communication with such differently affected groups so that they can obtain the information they need regarding the issues that will potentially affect them. When the stakeholder engagement depends substantially on community representatives, the Borrower will make reasonable efforts to verify that such persons do, in fact, represent the views of project-affected communities and that they are facilitating the communication process by accurately conveying project information to the relevant communities, and conveying their comments and concerns to the Borrower or authorities, as appropriate.</p>	<p>16. The SEP will describe the measures that will be used to remove obstacles to participation, such as those based on gender, age, disability, ethnicity, sexual orientation, gender identity or other differences, and how the views of differently affected groups will be captured. Where applicable, the The SEP will include differentiated measures to allow the effective participation of those identified as disadvantaged or vulnerable. Dedicated approaches and an increased level of resources may be needed for communication with such differently affected groups so that they can obtain the information they need regarding the issues that will potentially affect them. When the stakeholder engagement depends substantially on community representatives, the Borrower will make reasonable efforts to verify that such persons do, in fact, represent the views of project-affected communities including marginalized groups within those communities and that they are facilitating the communication process by accurately conveying project information to the relevant communities, and conveying their comments and concerns to the Borrower or authorities, as appropriate.</p>	<p>Differentiated approach to vulnerable groups</p>
ESS 10 Nr. 19		<p><i>Add.</i></p> <p>For an SEP for high risk and substantial risk projects, meaningful consultation requires a minimum of two consultations during project preparation: 1) shortly after concept review when draft terms of reference for ESA are available, 2) shortly after a full draft ESA & M is available. In addition, the Borrower consults stakeholders at least twice during project implementation prior to midterm review and project completion.</p>	<p>In cases of High risk and substantial risks, there should be a predefined number and timing of consultations.</p>

ESP/ ESS	Draft text as of July 2014	Suggested revision	Comment
ESS 10 Nr.	<p>23. The Borrower will respond to concerns of project-affected communities related to the project in a timely manner. For this purpose, the Borrower will provide a grievance mechanism, process or procedure to receive and facilitate resolution of stakeholders' concerns and grievances regarding the Borrower's environmental and social performance. The grievance mechanism will be scaled to the risks and potential adverse impacts of the project. Where possible, such grievance mechanism will utilize existing formal or informal grievance mechanisms suitable for project purposes, supplemented as needed with project-specific arrangements. Further requirements on grievance mechanisms are set out in Annex 1.</p> <p>(a) The grievance mechanism, process or procedure is expected to address concerns promptly and effectively, in a transparent manner that is culturally appropriate and readily accessible to all segments of the project-affected communities, at no cost and without retribution. The mechanism, process or procedure will not prevent access to judicial or administrative remedies. The Borrower will inform the project-affected communities about the grievance process in the course of its community engagement activities, and will make publicly available a record documenting the responses to all grievances received; and</p> <p>(b) Handling of grievances will be done in a culturally appropriate manner and be discreet, objective, sensitive and responsive to the needs and concerns of the project-affected communities. Where there is threat of reprisal, the mechanism will also allow for anonymous complaints to be raised and addressed.</p>	<p>23. The Borrower will respond to concerns of project-affected communities related to the project in a timely manner. For this purpose, the Borrower will provide a grievance mechanism, process or procedure to receive and facilitate resolution of stakeholders' concerns and grievances regarding the Borrower's environmental and social performance. The grievance mechanism will be scaled to the risks and potential adverse impacts of the project. Where possible, such grievance mechanism will utilize existing formal or informal grievance mechanisms suitable for project purposes, supplemented as needed with project-specific arrangements. Further requirements on grievance mechanisms are set out in Annex 1.</p> <p>(a) The grievance mechanism, process or procedure is expected to address concerns promptly and effectively, in a transparent manner that is culturally appropriate, gender-sensitive and readily accessible to all segments of the project-affected communities, at no cost and without retribution. The mechanism, process or procedure will not prevent access to judicial or administrative remedies. The Borrower will inform the project-affected communities about the grievance process as well as other grievance mechanisms such as the World Bank Inspection Panel in the course of its community engagement activities, and will make publicly available a record documenting the responses to all grievances received; and</p> <p>(b) Handling of grievances will be done in a culturally appropriate manner and be discreet, objective, sensitive and responsive to the needs and concerns of the project-affected communities. Where there is threat of reprisal, the mechanism will also allow for anonymous complaints to be raised and addressed.</p> <p>c) Affected communities can access directly the WB mechanisms without accessing the Borrower's mechanisms first, especially in cases of fear of retaliation and in time-sensitive cases.</p>	<p>Accessibility of WB Inspection Panel</p>

ESP/ ESS	Draft text as of July 2014	Suggested revision	Comment
ESS 10 Nr. 24	24. The Borrower will define clear roles, responsibilities and authority as well as designate specific personnel to be responsible for the implementation and monitoring of stakeholder engagement activities and compliance with this ESS.	24. The Borrower will define clear roles, responsibilities and authority as well as designate specific personnel, with appropriate gender representation , to be responsible for the implementation and monitoring of stakeholder engagement activities and compliance with this ESS.	Ethical standards of consultation
ESS 10 - Annex 1	<p>1. The scope, scale and type of grievance redress mechanism, process or procedure required will be proportional to the nature and scale of the project's risks and potential adverse impacts.</p> <p>2. The grievance redress mechanism, process or procedure will include the following elements:</p> <p>(a) An array of modes by which users can submit their complaints, including, but not limited to, submissions in person, by phone, text message, mail, email or web site;</p> <p>(b) A log where complaints are registered in writing, maintained as a database;</p> <p>(c) Publicly advertised service standards outlining the length of time users can expect to wait for acknowledgement, response and resolution of their complaints;</p> <p>(d) Transparency about the grievance procedure, governing structure and decision makers;</p> <p>(e) An option for moving to mediation in cases where complainants are not satisfied with the proposed resolution and as appropriate; and</p> <p>(f) An appeals process (including the national judiciary) to which unsatisfied complainants may be referred when an agreed resolution by other means has not been reached.</p>	<p>1. The scope, scale and type of grievance redress mechanism, process or procedure required will be proportional to the nature and scale of the project's risks and potential adverse impacts.</p> <p>2. The grievance redress mechanism, process or procedure will include the following elements:</p> <p>(a) An array of accessible and inclusive modes by which users can submit their complaints, including, but not limited to, submissions in person, by phone, text message, mail, email or web site;</p> <p>(b) A public log where complaints are registered in writing, maintained as a database;</p> <p>(c) Accessibly publicly advertised service standards outlining the length of time users can expect to wait for acknowledgement, response and resolution of their complaints;</p> <p>(d) Transparency about the grievance procedure, including any appeals procedure, governing structure and decision makers;</p> <p>(e) An option for moving to a mediation process that is held to the same standards of accessibility, inclusiveness and transparency, applicable to the grievance process described here, in cases where complainants are not satisfied with the proposed resolution and as appropriate; and</p> <p>(f) An appeals process (including the national judiciary) to which unsatisfied complainants may be referred when an agreed resolution by other means has not been reached.</p>	Qualitative criteria for grievance mechanisms