

**Comments by the Aarhus Convention secretariat
on the World Bank's draft Environmental and Social Framework**

Page	Para	Comments by the Aarhus Convention secretariat
1	4	Paragraph 4 states "The standards will support Borrowers in achieving good international practice relating to environmental and social sustainability " (emphasis added). In order for this statement to be valid, the standards set out in the ESF must indeed be based on good international practice, otherwise this statement would obviously be false. For this statement to be legitimate and verifiable, the ESF should be transparent (e.g. through references in footnotes) about what it has used as its benchmarks of good international practice. Otherwise, this statement has dubious credibility.
5-6	1-9	The vision described in these paragraphs is laudatory, however to be realisable it must be backed up by clear and binding standards. As our comments on the other paragraphs of the ESF outline in more detail, we are concerned that certain provisions of the ESF are too weak or narrow to secure this vision. In addition, what monitoring mechanism will be in place to ensure that paragraphs 1-9 are met in practice?
6	7	The Aarhus Convention secretariat welcomes the Bank's commitment in paragraph 7 to seek cooperative relationships, and to maintain dialogue on environmental and social issues, with, inter alia, other international organizations. We look forward to continued cooperation and dialogue with the Bank regarding issues of common concern.
9	4(b)	<p>The ESF is inconsistent in its use of the term "project-affected communities". Sometimes it refers to "project-affected communities and individuals"; sometimes "project-communities" only; and other times "project-affected people".</p> <p>It is important that the ESF's language is consistent throughout. The use of the term "project-affected communities" only is problematic, because, under the rules of legal interpretation, project-affected individuals that are not part of a "project-affected community" are arguably excluded and are not protected by the safeguard provision concerned. This surely cannot be the intended aim of the ESF.</p> <p>To avoid such problems (and possible future cases before the Inspection Panel), the term "project-affected communities" should be amended to "project-affected communities and individuals" for clarity throughout the entire document. The term "project-affected communities" only is found in the following paragraphs:</p> <p>Page 9, para. 4(b) Page 15, para. 33 Page 27, para 26(b) Page 28, para. 28 Page 31, para. 46 Page 45, para. 23 Page 46, para. 2</p>

		<p>Page 76, para. 9 Page 86, para 13 Page 92, “Objectives” - first, third and fifth bullet points Page 93, paras. 5 and 7 Page 94, paras. 12 and 14 (twice) Page 95, paras. 16, 18 and 19 (twice) Page 96, paras. 19(b) and (d) ; para. 20 ; para. 21 (three times); and para. 22 Para. 97, para. 23 (four times).</p> <p>(In contrast, the term “project-affected communities and individuals” is used, inter alia, in the following safeguard provisions: page 3, para 10; page 6, para 5; page 16, para 44; page 18, para 51)</p>
9	5	<p>We suggest to replace the phrase “are expected to meet the following...standards”, with “are required to meet the following....standards” (emphasis added). Elsewhere, the ESF helpfully states “the Borrower will...”; it should use a similar clear and transparent formulation here. The phrase “are expected to meet” is unusual language for a standard-setting document and creates unnecessary uncertainty for all concerned.</p>
11	9	<p>We suggest to add a footnote after the words “the common approach” on the fifth line of this paragraph which would indicate where the relevant documentation on the common approach may be accessed.</p>
11	9	<p>We strongly urge to replace the phrase “will not materially deviate from the objectives of the ESSs” currently found in the fourth line of paragraph 9 with the following wording “will not materially deviate from what would otherwise be required under the ESSs” (our proposed insertion shown in bold.). Our proposed language is consistent with the wording already used in the fourth line of paragraph 12 on the same page.</p> <p>Objectives are, by definition, aspirational. They generally do not set clear and transparent standards against which activities can be measured against. If the ESF retains the phrase “will not materially deviate from the objectives of the ESSs”, the Bank opens itself to criticism that it is deliberately abdicating responsibility to ensure that co-financed projects will go anywhere near meeting the standards of the ESF. To take just one example, ESS8 (Biodiversity Conservation and Sustainable Management of Living Natural Resources) contains thirty-two detailed provisions spread over more than six pages covering, inter alia, environmental and social assessment and stakeholder consultation. In contrast, the objectives for ESS8 contain a mere two lines, in which neither environmental and social assessment nor stakeholder consultation are even mentioned. The Bank thus leaves itself without any ability to require that a co-financed project undergoes a proper environmental and social assessment.</p>
11	10	<p>In keeping with our comments on paragraph 9 (ESF, page 11), we strongly urge to replace the phrase “will not materially deviate from the objectives of the ESSs” currently found in the sixth line of paragraph 10 with the following wording “will not materially deviate from what would otherwise be required under the ESSs” (our proposed insertion shown in bold). We note that our proposal is consistent with the wording used in the fourth line of paragraph 12.</p>

11	Fn 14	Footnote 14 states that the Bank will take into account, inter alia, the capacity of the Borrower and other entities involved in developing and implementing the project (emphasis added). We are seriously concerned that through this wording the ESF is establishing a system of uneven standards through which project-affected communities in less developed countries will be left with a significantly lower standard of protection than project-affected communities in more developed countries. We believe that the ESF should set a common basic standard that all project-affected communities can depend upon for their protection. We thus propose that the words in bold be deleted.
12	20	We recommend to insert a footnote providing a link to the document(s) in which the criteria and procedures for classification are set out. If it is proposed that the criteria and/or procedures for classification under the ESF will differ from the criteria/procedures used to date, will the WB hold a consultation process regarding the proposed new criteria/procedures and if so, when will this take place?
13	23	In keeping with our comments on paragraph 9 (ESF, page 11), we suggest to replace the phrase “achieve objectives materially consistent with the ESSs” currently found in the fourth line of paragraph 23 with the following wording “ achieve outcomes materially consistent with the requirements of the ESSs ” (our proposed insertion shown in bold).
13	24	In keeping with our comments on paragraph 9 (ESF, page 11), we suggest to replace the phrase “achieve objectives materially consistent with the ESSs” currently found in the last line of paragraph 24 with the following wording “ achieve outcomes materially consistent with the requirements of the ESSs ” (our proposed insertion shown in bold).
13	24	To ensure that Borrowers adhere to good international practice, we recommend to insert at the start of the third line of paragraph 24, the following: “applicable international legal obligations, national laws, regulations, rules and procedures” (our proposed insertion shown in bold).
13	25	In keeping with our comments on paragraph 9 (ESF, page 11), we suggest to replace the phrase “ensure objectives materially consistent with the ESSs” currently found in the fourth line of paragraph 25 with the following wording “ achieve outcomes materially consistent with the requirements of the ESSs ” (our proposed insertion shown in bold).
13	26	The Bank may become aware of a material change in the ES Framework through a source other than the Borrower (which is the only source currently referred to in paragraph 26). We thus propose to add the following, after the word “project” on the second line of paragraph 26: “ or becomes aware of such a material change through other sources ” (our proposed insertion shown in bold).
14	30	In keeping with our comments on paragraph 9 (ESF, page 11), we urge to replace the phrase “the objectives of the ESSs” in the fifth line of paragraph 30 with the wording “ what would otherwise be required under the ESSs ” (our proposed insertion shown in bold). We note our proposal is in line with the wording used in the last line of paragraph 31.

15	33	The term “project-affected communities” should be amended to make clear that “project-affected individuals” are included also (see our comments on para. 4(b) on page 9 above).
ESS1		Assessment and Management of Environmental and Social Risks and Impacts
23	10	In keeping with our comments on paragraph 9 (ESF, page 11), we urge to replace the phrase “the objectives of the ESSs” in the fifth line of paragraph 10 of ESS1 with the wording “ what would otherwise be required under the ESSs ” (our proposed insertion shown in bold). We note our proposal is also in line with the wording used in the third line of footnote 9 of ESS1.
23	11	In keeping with our comments on paragraph 9 (ESF, page 11), we urge to replace the phrase “the objectives of the ESSs” in the sixth line of paragraph 11 of ESS1 with the wording “ what would otherwise be required under the ESSs ” (our proposed insertion shown in bold). We note our proposal is also in line with the wording used in the third line of footnote 9 of ESS1.
24	Footnote 13	In keeping with our comments regarding paragraph 24 (ESF page 13) above, to ensure that Borrowers adhere to good international practice, we recommend to insert after the word “and” on the second line of footnote 13, the following: “applicable international legal obligations, national laws, regulations, rules and procedures” (our proposed insertion shown in bold).
25	19	In keeping with our comments on paragraph 9 (ESF, page 11), we urge to replace the phrase “ensure objectives materially consistent with the ESSs” in the second line of paragraph 19 of ESS1 with the phrase “ meet the requirements of the ESSs ” (our proposed insertion shown in bold). We note our proposal is entirely in line with the wording used in the sixth line of paragraph 20 of ESS1.
25	Footnote 14	In keeping with our comments on paragraph 9 (ESF, page 11), we urge to replace the phrase “achieve objectives materially consistent with the ESSs” in the second line of footnote 14 of ESS1 with the phrase “ meet the requirements of the ESSs ” (our proposed insertion shown in bold). We note our proposal accords with the wording used in the sixth line of paragraph 20 of ESS1.
26	24	We support the continued inclusion in the sixth line of paragraph 24 of the current wording, namely “ and obligations of the country directly applicable to the project under relevant international treaties and agreements ”.
27	26(b)	The term “project-affected communities” should be amended to make clear that “project-affected individuals” are included also (see our comments on para. 4(b) (ESF page 9)).
28	28	The term “project-affected communities” should be amended to make clear that “project-affected individuals” are included also (see our comments on para. 4(b) (ESF page 9)).
30	45	In keeping with our comments regarding paragraph 24 and footnote 13 above, to ensure that Borrowers adhere to good international practice, we recommend to insert after the word “of” on the sixth line of paragraph 45, the following: “applicable international legal obligations, national laws and regulations and the ESSs” (our proposed insertion shown in bold).

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31	46	The term “project-affected communities” should be amended to make clear that “project-affected individuals” are included also (see our comments on para. 4(b) (ESF page 9)).
31	51	For greater Borrower accountability and to increase public confidence in the project, we recommend to insert in paragraph 51 a clear requirement that all monitoring reports will be made available to the public.
32	54	Likewise, for greater Borrower accountability and to increase public confidence in the project, we recommend to insert in paragraph 54 a clear requirement that all notifications under paragraph 54 will be made available to the public.
ESS3		Resource efficiency and pollution
43	15	We support continued inclusion of the clear reference in paragraph 15 of ESS3 to what the Bank considers to constitute good international practice: “15. If the generated waste is considered hazardous, ¹⁵ the Borrower will comply with existing requirements for management (including storage, transportation and disposal) of hazardous wastes including national legislation and applicable international conventions , including those relating to transboundary movement.” (emphasis added) Without the reference to “applicable international conventions”, the ESF would create uncertainty for Borrowers and stakeholders as to what is included in the “good international practice” standard the Bank expects Borrowers to meet.
44	19	We support continued inclusion of the clear reference in paragraph 19 of ESS3 to what the Bank considers to constitute good international practice: “The Borrower will not use any pesticide products that contain active ingredients that are listed in Annexes A, B and those meeting the criteria of Annex D of the Stockholm Convention, those listed in Annex III of the Rotterdam Convention, or those restricted under the Montreal Protocol , unless for an acceptable purpose as defined by the said Conventions or Protocol, or if an exemption has been obtained by the Borrower under the said Conventions or Protocol, consistent with Borrower commitments under these and other applicable international agreements .” (emphasis added) Without the references to the Stockholm and Rotterdam Conventions, the Montreal Protocol and “applicable international conventions”, the ESF would create uncertainty for Borrowers and stakeholders as to what is included in the “good international practice” standard the Bank expects Borrowers to meet.
45	23	The term “project-affected communities” should be amended to make clear that “project-affected individuals” are included also (see our comments on para. 4(b) (ESF page 9)).
ESS4		Community health and safety
46	2	The term “project-affected communities” should be amended to make clear that “project-affected individuals” are included also (see our comments on para. 4(b) (ESF page 9)).
46	6	We support continued inclusion of the clear reference to what constitutes good international practice as set out in paragraph 6 of ESS4:

		<p>“6. The Borrower will evaluate the risks and impacts to the health and safety of the affected communities during the project life-cycle and will establish preventive and control measures consistent with applicable international conventions and protocols, national legal requirements and in their absence, GIIP, such as, in the first instance, the EHSGs or other internationally recognized sources.” (emphasis added)</p> <p>Without such a reference, the ESF creates uncertainty for Borrowers and stakeholders as to what is included in the “good international practice” standard the Bank expects Borrowers to meet.</p>
ESS7		Indigenous Peoples
76	9	The term “project-affected communities” should be amended to make clear that “project-affected individuals” are included also (see our comments on para. 4(b) (ESF page 9)).
ESS8		Cultural Heritage
86	13	The term “project-affected communities” should be amended to make clear that “project-affected individuals” are included also (see our comments on para. 4(b) (ESF page 9)).
ESS10		Information disclosure and stakeholder engagement
	Generally	We support the current inclusion of wording in paragraph 23 (a) and (b) of ESS10 recognizing the risk of retribution against those seeking to use the grievance mechanism. However, it is not just use of a grievance mechanism that may incur risk of retribution - so may engagement in the consultation process itself. Thus, we recommend that a separate clear standard be inserted in ESS10 stipulating that the Borrower will ensure that stakeholders will not be harassed, penalized or persecuted in any way for requesting information or engaging in the consultation process. Such a clause would be consistent with good international practice, namely article 3(9) of the Aarhus Convention.
	Generally	We recommend that a new provision be inserted into ESS10 to make clear that project-affected communities and individuals living in countries other than the country in which the proposed project will be located are to have the same rights under ESS10 as project-affected communities and individuals living within that country. This is particularly important given the types of large infrastructure projects often financed by the Bank and is in keeping with good international practice, namely article 3(9) of the Aarhus Convention.
92	Objectives 1, 3 and 5	The term “project-affected communities” should be amended in objectives 1, 3 and 5 to make clear that “project-affected individuals” are included also (see our comments on para. 4(b) (ESF page 9)).
92	Objective 3	We suggest to replace the adjective “adequate” (which can have the meaning of “just barely sufficient”) in the first line with a more positive adjective, such as “ meaningful engagement” (our proposed insertion shown in bold).
92	Objective 4	We suggest that objective 5 could be made more meaningful by adding the following adjectives (our proposed insertions shown in bold): “ sufficient ways to access project information and effectively raise issues;”

92	Objective 5	We suggest that objective 6 could be usefully clarified by adding the following adjectives (our proposed insertions shown in bold): “ readily accessible and effective means to raise issues and grievances” and “grievances appropriately and promptly ”.
93	4	We recommend to replace the unclear phrase “is expected to engage” in the second line of paragraph 4 with “ will engage ” (our proposed insertion shown in bold). The phrase “is expected to” creates uncertainty for all parties as to the nature of the obligation, and moreover it is not consistent with the language (“will”) used elsewhere in ESS10.
93	5	<p>We consider the current wording of paragraph 5 to be seriously flawed. First, it is tautological to define “stakeholders” as “project-affected communities and, where appropriate, other stakeholders”. From a simple language perspective, “other stakeholders” already must be “stakeholders”.</p> <p>We also find problematic the lack of clarity over when it will be “appropriate” for other stakeholders to be considered stakeholders, and who is the correct party to determine this. This creates unnecessary uncertainty for all concerned. Good practice as reflected in the national practice of some Parties to the Aarhus Convention, e.g. Poland, is that any person who expresses a desire to participate is to be considered among the public concerned and therefore entitled to participate.</p> <p>The words “where appropriate” introduce a significant barrier to the participation of other stakeholders that is not in keeping with good international practice, e.g. that reflected by the Aarhus Convention. In this regard, article 2(5) of the Aarhus Convention stipulates that ““The public concerned” means the public affected or likely to be affected by, or having an interest in, the environmental decision-making; for the purposes of this definition, non-governmental organizations promoting environmental protection and meeting any requirements under national law shall be deemed to have an interest.” (emphasis added) This means that the current wording of paragraph 5 of ESS10 is not consistent with good international practice, which treats both project-affected communities (ie those affected by the project) and those with an interest in the project (which expressly includes NGOs promoting environmental protection) equally and gives them both full rights to participate.</p> <p>As a solution to the problems identified above, we consider that paragraph 12 of ESS10 already provides a clear and helpful definition of stakeholder. We thus propose that paragraph 5 be reworded to be consistent with paragraph 12. Our proposed reworded paragraph 5 would read: “For the purposes of this ESS, “stakeholder” refers to 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).” Footnote 1 would remain the same, save that “or” in the second line of footnote 1 should be changed to “and”.</p>
93	5 and 7	The term “project-affected communities” in paras. 5 and 7 should be amended to make clear that “project-affected individuals” are included also (see our comments on para. 4(b) (ESF page 9)).
93	6, 7 and 8	For consistency with other ESS, eg ESS3 and ESS4, paragraphs 6-8 should expressly require that the Borrower carry out stakeholder engagement

		consistent with applicable international conventions.
93	10 (a)-(f)	We support the wording of sub-paragraphs (a)-(f) of paragraph 10 of ESS10, but suggest that a further sub-paragraph be inserted providing the contact details of the Borrower's representative(s) to whom project-affected communities and other stakeholders can address any questions they may have about the project or the stakeholder engagement procedure.
93	Footnote 1	We suggest that the word "or" in the second line of footnote 1 be replaced by the word " and " (our proposal shown in bold).
94	11	We support the current wording of paragraph 11 of ESS10.
94	12	We support the current wording of paragraph 12 of ESS10, except that the term "project-affected communities" should be amended to "project-affected communities and individuals" (see our comments on para. 4(b) on page 9 above).
94	14	In keeping with paragraph 11 of ESS10, we recommend to insert express wording in paragraph 14 to make clear that the Stakeholder Engagement Plan will be made available in local language(s).
94	14	The term "project-affected communities" should be amended to make clear that "project-affected individuals" are included also (see our comments on para. 4(b) on page 9 above).
95	16, 18 and 19	The term "project-affected communities" should be amended to make clear that "project-affected individuals" are included also (see our comments on para. 4(b) on page 9 above).
96	Footnote 5	In keeping with our comment on the term "project-affected communities", the term "project-affected groups" should be amended to make clear that "project-affected individuals" are included also (see our comments on para. 4(b) on page 9 above).
95	18	We consider that the following wording of paragraph 18 of ESS10 "and allows the Borrower to consider and respond to them" (emphasis added) is deficit in two respects. First, the word "allows" is too weak. "Allows" implies only that the Borrower should be in a position to consider and respond to stakeholders' views, not that it is required do so. Secondly, and very importantly, while the current wording expects Borrowers to "consider and respond" to stakeholders' views it imposes no requirement that the Borrower actually take due account of stakeholders' views. Without a clear requirement that due account be taken of stakeholders' views, there can be no effective and meaningful stakeholder engagement. We thus propose that such a requirement be made express in paragraph 18 of ESS10. Our proposed re-wording of the second sentence would be as follows (our proposed amendments shown in bold): "Where project-affected communities may be subject to significant adverse potential risk and impacts from a project, the Borrower will undertake a process of meaningful consultation in a manner that provides stakeholders with opportunities to express their views on project risks, impacts, and mitigation measures, and that ensures the Borrower considers, responds to and takes due account of those views. " (our proposed rewording shown in bold).

95	18	We welcome the last sentence of paragraph 18 of ESS 10. However, to assist the Borrower in its task of taking account of stakeholders' views, we propose the insertion of express wording requiring the Borrower to document how the views of stakeholders have been taken into account. Our proposed addition to the last sentence of paragraph 18 is as follows: "The Borrower will maintain adequately documented evidence of stakeholder engagement, including how the various views of stakeholders have been taken into account. " (our proposed insertion shown in bold).
95	19	We suggest to add the following additional sub-paragraph to the list set out in paragraph 19: " Ensure reasonable time-frames for the different phases, allowing sufficient time for informing stakeholders and for stakeholders to prepare and participate effectively " (our proposed insertion shown in bold). Our proposed insertion is in keeping with good international practice, namely article 6(3) of the Aarhus Convention.
96	19(b), 19(d), 20, 21 and 22	The term "project-affected communities" in paras. 19(b), 19(d), 20, 21 and 22 should be amended to make clear that "project-affected individuals" are included also (see our comments on para. 4(b) (ESF page 9).
96	19(c)	<p>It is not clear what is meant by "feedback" in paragraph 19(c). Does it mean feedback on the consultation process itself? Or feedback (i.e. stakeholders' views) on the project? The wording of paragraph 19(c) needs to be clarified so that it is evident to all parties what is intended.</p> <p>If paragraph 19(c) is intended to refer to incorporating stakeholders' views on the project, then we consider the words "where appropriate" are problematic and should be deleted. The current wording means that the Borrower is under no obligation to take account of stakeholders' views but may do so or not as it considers appropriate. It is entirely left up to the Borrower to decide when is appropriate – which risks the Borrower deciding to incorporate only feedback supportive of the project and to reject any feedback against it. Such a scenario obviously makes a mockery of ESS10's objective to ensure effective stakeholder engagement. We thus propose the complete rewording of paragraph 19(c) as follows (our proposal shown in bold):</p> <p>"(c) Taking due account of input received from stakeholders;"</p>
96	19(f)	<p>Paragraph 19(f) is problematic in two respects. First, it is a tautology, ie "Meaningful consultation is a two-way process that will enable meaningful participation, where applicable". It thus says basically nothing.</p> <p>More problematic are the words "where applicable". They imply that meaningful participation is not required in every case that a stakeholder consultation process is carried out, but only "where applicable". This again makes a mockery of ESS10's objective to ensure effective stakeholder engagement. To avoid the problems identified above, and so that paragraph 19(f) is meaningful, we thus propose the rewording of paragraph 19(f) as follows (our proposal shown in bold):</p> <p>"(f) Enable the effective participation of all stakeholders that seek to participate".</p>
96	20	We express our support for the current wording in the fifth and sixth line of paragraph 20: "along with the reasons and considerations on which it is

		based". Such wording is in keeping with good international practice, namely article 6(9) of the Aarhus Convention.
96	21	We are concerned that the last sentence of paragraph 21 provides no guidance as to when it will be appropriate for other stakeholders to be included in the ongoing engagement. In keeping with our comments on paragraph 5 of ESS10, we propose that it be made clear that any person who expresses a desire to participate in the stakeholder engagement process is entitled to do so, and also to be included in any ongoing engagement.
96	22	<p>Paragraph 22 as currently worded leaves it to the Borrower to determine whether a material change to a project will result in additional risks and impacts of concern to project-affected communities. However, this fails to recognise that in many cases it is only through meaningful stakeholder engagement that risks and impacts of concern to project-affected communities are actually identified. Thus, it is not sufficient that the ESF leaves it to the Borrower to alone decide whether a material change may result in additional risks or impacts of concern to project-affected communities.</p> <p>Moreover, if there is a material change to the project, then it is no longer the same project as the one that the project-affected communities and other stakeholders have previously been consulted upon. In keeping with good international practice (e.g. article 6(10) and paragraph 22 of annex 1 to the Aarhus Convention), if there is a material change to the project, project-affected communities and other stakeholders that have participated in the stakeholder engagement process should not only be informed of the material change but also be given an additional opportunity to provide their input and have due account taken of that input.</p> <p>Finally, as a small point, the ESF as currently worded refers to "material changes" in the plural. This may create confusion as it risks Borrowers claiming that there must be multiple material changes (ie more than one material change) before paragraph 21 is triggered. However, any material change to a project should be considered sufficient to trigger the application of this paragraph.</p> <p>In the light of the above, we thus propose that paragraph 22 of ESS 10 be amended as follows: "If there is a material change to the project, the Borrower will inform the project-affected communities and other stakeholders who participated in the stakeholder engagement process of the material change, as well as how any additional risks and impacts of concern identified by the Borrower are being addressed. The Borrower will provide stakeholders with adequate opportunities to provide input on the material change, and will take due account of that input in its decision-making on the project. The Borrower will thereafter disclose an updated ESCP in accordance with the SEP, taking into account the input received from stakeholders." (our proposals shown in bold).</p>
97	23	The term "project-affected communities" should be amended to make clear that "project-affected individuals" are included also (see our comments on para. 4(b) (ESF page 9)).
97	23	In keeping with the other provisions of ESS10 which give rights to both project-

		<p>affected communities and other stakeholders, the grievance mechanism should be available not only to project-affected communities, but also to other stakeholders. We thus propose that the first line of paragraph 23 be amended as follows: “The Borrower will respond to concerns of project-affected communities and other stakeholders related to the project in a timely manner” (our proposed insertion shown in bold).</p> <p>Similarly, we propose that the sixth line of paragraph 23(a) be amended as follows: “The Borrower will inform the project-affected communities as well as other stakeholders participating in the stakeholder engagement process about the grievance process...” (our proposed insertion shown in bold).</p>
97	23 and Annex I	<p>Paragraph 23 and annex I should include a requirement for the grievance mechanism to have power of effective remedy or redress. The grievance mechanism currently described in paragraph 23 and Annex I risks project-affected communities becoming disillusioned and angry because there is no requirement that the mechanism have any power to take any action to resolve a grievance submitted to it.</p>
97	23 (a)	<p>We recommend to replace the phrase “is expected to address” in the first line of paragraph 23(a) with the phrase “will address”. The phrase “is expected to” is unusual wording for a standard-setting document such as the ESF and creates uncertainty for all parties as to the exact nature of the obligation. Moreover, it is not consistent with the language (“will”) used elsewhere in the ESS10, e.g. the opening words of paragraph 23 itself (“The Borrower will...”).</p>