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COMPLAINTS MECHANISM POLICY

2026

European Investment Bank | Group

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European Investment Bank
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For further information on the EIB's activities, please consult our website, www.eib.org.
You can also contact our Info Desk, info@eib.org. Get our e-newsletter at www.eib.org/sign-up.

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GLOSSARY

Access to Information Complaints: Complaints that concern access to information held and/or published by the EIB Group entities in line with the Access to Information related policies and procedures, which are handled in accordance with the provisions of Section II.B of this Policy.

Access to Information related policies and procedures: Legal instruments and other relevant documents governing access to information at the EIB Group, including (i) the EIB Group Transparency Policy and (ii) the EIF Transparency Policy.

Business Day: A working day on which the EIB Group entities are open for business in Luxembourg.

Complaint: The complaint submitted by a Complainant and received by the EIB-CM. These can be either Access to Information Complaints or Environmental and/or Social Complaints.

Complainant: Individual or group who submits a Complaint, including through an authorised representative.

Compliance Conclusions Report: The report containing the EIB-CM's conclusions and recommendations (if any) following a Compliance Review.

Compliance Review: The process conducted by the EIB-CM to: (i) assess EIB Group Projects' negative environmental and/or social impacts in relation to an Environmental and/or Social Complaint, assess the related EIB Group Project's compliance with Project related policies and procedures, and in case of EIB Group Project's non-compliance and negative impacts, assess compliance of the EIB Group entity with the relevant Project related policies and procedures, and accordingly, make recommendations to the EIB Group to address non-compliance and facilitate remedy of actual or potential (and direct or indirect) negative environmental and/or social impacts; or (ii) review compliance with Access to Information related policies and procedures and, where appropriate, make recommendations in view of remedying non-compliance and facilitate the resolution of Access to Information Complaints.

Client: The counterparty, such as the borrower or investee, receiving or benefiting from EIB Group financing (or purported to receive or benefit from EIB Group financing).

CSO: Civil Society Organisation.

Dispute Resolution: A collaborative process facilitated by the EIB-CM to help Parties resolve issues raised about negative environmental and/or social impacts of EIB Group Projects.

Dispute Resolution Agreement: The agreement containing the points of agreement and the commitments undertaken by the Parties as a result of an EIB-CM facilitated Dispute Resolution process.

Dispute Resolution Closure Report: The report containing a description of the Dispute Resolution process and its outcome.

Early Resolution: Transfer of the Complaint to the EIB Group Services by the EIB-CM, in specific cases, with the agreement of the Complainant and the EIB Group Services.

EDPS: European Data Protection Supervisor.

EIB-CM: The EIB Group Complaints Mechanism.

EIB: European Investment Bank.

EIB Board of Directors: The non-resident governing body composed of representatives of the EU Member States and the European Commission. It ensures that the EIB is managed in line with the Treaties and the EIB Statute. Its primary role is to decide on granting finance, in particular, loans and guarantees. It also approves the Bank's operational plan as well as various policies. The members of the EIB Board of Directors are appointed by the EIB Board of Governors, which consists of the ministers from each EU Member State.

EIB Management Committee: The resident executive body composed of the President and eight Vice-Presidents appointed by the EIB Board of Governors. It is responsible for the EIB's current business and for implementing the decisions of the EIB Board of Directors, under the authority of the President and the supervision of the EIB Board of Directors.

EIB Group: European Investment Bank Group comprising the EIB and the EIF.

EIB Group Governing Bodies: For the purposes of this Policy, the EIB Board of Directors and/or the EIB Management Committee or the EIF Board of Directors and/or the EIF CE/DCE.

EIB Group Project: A project or operation receiving the EIB Group's financing or approved to receive the EIB Group's financing, regardless of whether further approvals or allocations are needed or the relevant financing agreement has been signed.

EIB Group Services: The EIB Group services responsible for the EIB Group Projects or Projects considered for financing.

EIB Group Staff: All EIB Group members of staff holding an employment contract with the EIB or the EIF.

EIF: European Investment Fund.

EIF Board of Directors: The non-resident governing body composed of members appointed by the general meeting of the EIF and responsible for approving all operations — such as equity investments and guarantees — and setting the strategic guidelines and directives for the EIF's activities.

EIF CE/DCE: The EIF Chief Executive (CE) and Deputy Chief Executive (DCE) are appointed by the EIF Board of Directors and manage the day-to-day operations in accordance with the provisions of the EIF Statutes and the guidelines and directives approved by the EIF Board of Directors.

Environmental and/or Social Complaints: Complaints related to negative environmental and/or social impacts of EIB Group Projects or Projects considered for financing, which are handled in accordance with the provisions of Section II. A of this Policy.

Environmental and Social Sustainability Framework: EIB Group's Environmental and Social Policy, EIB Environmental and Social Standards, EIB Environmental, Climate and Social Due Diligence Procedures and EIF Environmental, Social and Governance Principles.

EO: European Ombudsman.

ESCS: Environmental and Social Completion Sheet which reflect the Bank's assessment of environmental and social aspects at project completion stage and is published on the Public Register after the completion of the EIB investment.

EU: European Union.

Financial Intermediary: A bank or non-banking financial institution, as well as private equity funds, that lends and/or invests EIB Group financing in whole or in part, as agreed with the relevant entity of the EIB Group.

IAM: An independent accountability mechanism that is a member of the IAM Network.

IAM Network: A network of independent citizen-driven complaint and response mechanisms at international development finance institutions that have a mandate to consider social and environmental impacts/concerns, which may be found at independentaccountabilitymechanism.net

Initial Compliance Assessment: The EIB-CM's assessment to determine whether to undertake a Compliance Review process.

Initial Compliance Assessment Report: The report prepared by the EIB-CM that summarises the Initial Compliance Assessment and its outcome.

Initial Dispute Resolution Assessment: The EIB-CM's assessment to determine whether to undertake a Dispute Resolution process.

Initial Dispute Resolution Assessment Report: The report prepared by the EIB-CM that summarizes the Initial Dispute Resolution Assessment and its outcome.

Parties: All the stakeholders who have agreed to participate voluntarily in the Dispute Resolution process as a party. In most cases, this would include the Complainant and the Client/Promoter.

Project considered for financing: A project or operation that has not yet been approved by the relevant EIB Group Governing Bodies but is actively being considered for financing as a result of a formal decision to appraise taken by the relevant EIB Group Governing Bodies.

Project related policies and procedures: Project related policies and procedures including the (i) EIB Group policies and standards relevant to projects, including the Environmental and Social Sustainability Framework; and (ii) procedures and processes related to such policies and/or standards (regardless of their exact name).

Promoter: The legal entity responsible for the implementation of an EIB Group Project.

Screening: The EIB-CM's initial determination as to the most appropriate way forward to handle the Complaint.

SMEs: Small and medium-sized enterprises.

SRAP: The Services Response and Action Plan is the document prepared by the EIB Group Services that responds to the EIB-CM's conclusions of non-compliance and recommendations in the Compliance Conclusions Report for Environmental and/or Social Complaints as per paragraphs 74 - 79 of this Policy. The document can contain an action plan and/or a formal response to recommendations made in the Compliance Conclusions Report.

TFEU: Treaty on the Functioning of the European Union.

Treaties: TFEU and the Treaty on European Union.

PREAMBLE

1. The European Investment Bank Group (EIB Group) consists of the European Investment Bank (EIB)[1] and the European Investment Fund (EIF)[2]. The EIB Group is the financing arm of the European Union (EU). The EIB's Statute is a Protocol attached to the Treaty on the European Union and the Treaty on the Functioning of the European Union (the Treaties). When performing their activities, the EIB Group entities are bound by the Treaties and their respective constituent instruments, the EIB Statute and the EIF Statutes as well as by the relevant legislative and regulatory framework of the European Union. The EIB Group entities shall therefore operate in such a way as to ensure that its various activities support and implement EU policies.

2. For the purposes of this Policy, the EIB Group's governance structure includes the following governing bodies: EIB Board of Directors, EIF Board of Directors, EIB Management Committee and EIF Chief Executive/Deputy Chief Executive (hereinafter referred to as EIB Group Governing Bodies). The EIB and EIF Boards of Directors are non-resident governing bodies and the EIB Management Committee and the EIF Chief Executive/Deputy Chief Executive are resident governing bodies.

3. Within the EIB Group, the EIB mainly provides long and medium-term bank loans, whilst the EIF specializes in private equity operations and in providing guarantees and counter-guarantees for the benefit of small and medium-sized enterprises (SMEs). A non-exhaustive list of the EIB and EIF policy documents is available respectively on the EIB and EIF websites[3].

4. As part of the EU institutional framework and within the limits established by the abovementioned Treaties, the EIB and the EIF are subject to the jurisdiction of the Court of Justice of the European Union, while the European Court of Auditors examines the use of EU funds managed by the EIB Group. Moreover, the EIB Group's activities may fall within the scrutiny of the European Anti-Fraud Office (OLAF), and of the European Public Prosecutor's Office (EPPO), and are subject to the supervision of the European Ombudsman (EO) and of the European Data Protection Supervisor (EDPS). The EIB's conduct may also be challenged before the Aarhus Convention Compliance Committee.

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[1] European Investment Bank (EIB) – www.eib.org

[2] European Investment Fund (EIF) – www.eif.org

[3] See http://www.eib.org/about/partners/cso/key-policies/index.htm , and http://www.eif.org/news_centre/publications/all/index.htm.

5. The Treaties and the EIB's Statute provide the EIB with operational and financial autonomy to enable it to perform effectively as a financial institution. The EIB plays a critical strategic role in the EU and outside in providing finance and advisory services to European priority sectors in support of EU policy goals. The EIB works closely with other International Financing Institutions (IFIs), Multilateral Development Banks (MDBs) and Bilateral Development Banks (BDBs), in particular when it operates in the framework of the external cooperation policies of the EU. The EIF is the EU's main provider of risk financing for SMEs and mid-caps. Its primary mandate is to support EU objectives for entrepreneurship, innovation, growth, and employment.

6. The EIB Group entities ensure that their activities comply with EU law and policies. In countries where these are not applicable, the EIB Group entities use EU law and policies as the best point of reference when carrying out their activities. In its day-to-day operations, the EIB Group entities also take into account standards and practices applied by the banking and financial community, particularly in areas not directly covered by EU law.

7. The EIB Group entities are legally bound by the Charter of Fundamental Rights of the EU. The EIB is committed to respecting and promoting human rights in the projects it supports, thus contributing to the objectives of the United Nations Guiding Principles on Business and Human Rights. The EIB is driven by international human rights laws, principles and standards as reflected by several policies, procedures and practices (including the EIB Group's Environmental and Social Sustainability Framework), which contribute to ensuring that EIB Group projects and investments respect and promote human rights.

8. Managing complaints of any kind is an EIB Group-wide responsibility as it helps the EIB Group entities to ensure public accountability, institutional learning and remedy negative impacts. The EIB Group entities are committed to ensuring, through diverse channels, the right to be heard and the right to complain by EIB Group stakeholders in view of seeking remedy, thus giving voice to their concerns, whenever they are, or feel, affected by the EIB Group entities' decisions, actions or omissions, including failure to comply with any rule or principle that is binding upon them and failure to comply with human rights, applicable law or with the principles of good administration.

9. This Policy focuses on complaints alleging negative environmental and/or social impacts of EIB Group Projects (or Projects considered for financing by the EIB Group) and complaints concerning access to information in line with Access to Information related policies and procedures. Other types of complaints will be handled by other services of the EIB Group (including the Office of Ethics and Accountability) as detailed in paragraph 38 below.

10. As the independent accountability mechanism for the EIB Group, the EIB-CM handles complaints related to the negative environmental and/or social impacts of EIB Group Projects or Projects considered for financing, as well as complaints related to access to information issues, focusing on resolution of such complaints and on facilitating access to remedy. It also enables the alternative and pre-emptive resolution of disputes between

complainants and the EIB Group entities. Through its mandate, the EIB-CM fosters public accountability, provides institutional learning, enhances the environmental and/or social performance of the EIB Group Projects and the delivery on the EIB Group's objectives and mission. The EIB-CM is not a judicial or legal enforcement mechanism nor is it a substitute for courts or regulatory processes.

11. The EIB-CM's Complaints handling process is included in the Annex to this Policy.

12. This EIB Group Complaints Mechanism Policy was approved by the EIB and EIF Boards of Directors on [date] and [date] respectively and shall enter into force on [date upon its publication on the EIB and EIF websites]. Any revisions to this Policy shall be approved by the EIB and EIF Boards of Directors.

SECTION I – MANDATE, PRINCIPLES, GOVERNANCE AND GENERAL PROVISIONS

Mandate and Functions

13. The EIB-CM's mandate is to:

    (a) facilitate the resolution of Complaints;

    (b) facilitate access to remedy to address the negative environmental and/or social impacts of EIB Group Projects;

    (c) be an institutional source of learning to avoid recurrence of non-compliance and related negative environmental and/or social impacts of projects or of non-compliance of the EIB Group entities in terms of disclosure of information;

    (d) foster public accountability and support the delivery on the EIB Group's objectives and mission;

    (e) contribute to enhancing the environmental and social outcomes of projects and ensuring the public's access to information in line with the Access to Information related policies and procedures.

14. The EIB-CM operates through four complementary functions, which all contribute to delivering on this mandate:

    (a) Dispute Resolution function: The EIB-CM helps resolve issues related to negative environmental and/or social impacts of EIB Group Projects, through a neutral, collaborative, problem-solving approach and contributes to improved outcomes on the ground.

    (b) Compliance function: The EIB-CM reviews the compliance of EIB Group Projects and/or EIB Group entities with Project related policies and procedures and/or Access to Information related policies and procedures, and, where relevant, makes recommendations to the EIB Group to address non-compliance and facilitate remedy of actual or potential (and direct or indirect) negative environmental and/or social impacts or facilitate the resolution of Access to Information Complaints.

    (c) Advisory function: The EIB-CM provides advice to the EIB Group Governing Bodies and to the EIB Group Services with the purpose of contributing to the EIB Group institutional learning and continuous efforts to prevent potential adverse outcomes (including on people affected by an EIB Group Project) and/or their recurrence and safeguard the reputation of the EIB Group.

    (d) Outreach function: The EIB-CM conducts outreach among internal and external stakeholders, in order to ensure that the EIB-CM's mandate, purpose, functions and activities are known and understood.

15. In addition, the EIB-CM, with the agreement of the Complainant and the EIB Group Services, may transfer a Complaint to the EIB Group Services in specific cases for Early Resolution as set forth in paragraphs 44, 45 and 46 or 90, 91 and 92 below.

Guiding Principles

16. The EIB-CM carries out its functions and delivers on its mandate guided by the following core principles inspired by the United Nations Guiding Principles on Business and Human Rights:

(a) The EIB-CM shall deliver on its mandate as per this Policy with *independence* from the EIB Group Services and with freedom from outside interference.

(b) The EIB-CM shall be *transparent* in its activities and outputs and, within the remit of the EIB Group policies and procedures, keep parties informed about processes and the progress of complaint handling and monitoring and, without prejudice to paragraph 28 of this Policy in what relates to the request of the Complainant for confidentiality, to ensure the transparency and disclosure of the EIB-CM reports and other relevant documents, including its conclusions and outcomes.

(c) The EIB-CM shall be *accessible* to people affected by an EIB Group Project, their representatives and/or interested organisations or individuals and, in general, to all relevant stakeholders. The EIB-CM shall mitigate barriers of access and promote safe access through confidentiality and reprisal risk provisions; provide a process that is inclusive and culturally appropriate and that takes into account the different needs and vulnerabilities; and communicate effectively with stakeholders to enhance their understanding of the EIB-CM.

(d) The EIB-CM shall be *effective* in responding to Complaints in a timely manner as per this Policy.

(e) The EIB-CM shall be *fair and equitable* in carrying out the EIB-CM processes so that all relevant stakeholders are able to participate and be heard; have access to information, advice, and expertise; and are treated respectfully on fair, equitable, and informed terms, while respecting appropriate confidentiality requirements.

(f) The EIB-CM shall be *predictable* in offering clear and consistent processes and procedures with relevant timeframes and providing clarity with respect to the types of available outcomes and means of monitoring implementation to facilitate stakeholders' understanding and expectations of such processes and procedures.

(g) Complainants or other individuals associated with a Complaint must be able to engage freely with the EIB-CM and must be free from external manipulation, interference, or coercion and intimidation. The EIB Group and EIB-CM have *zero tolerance* towards reprisals.[4] The EIB-CM takes allegations of reprisals seriously and follows up on then, as and when appropriate. The EIB-CM has developed and

[4] See Guidance note for EIB Standard on Stakeholder Engagement in EIB Operations dated October 2020, page 33.

published an approach[5] that is triggered upon the risk of reprisals, to ensure that Complainants are offered the most effective protection possible from reprisals in relation to their Complaint.

(h) The EIB-CM shall handle Complaints and deliver on its mandate following the United Nations Guiding Principles on Business and Human Rights and international good practice in a manner that is consistent with this Policy.

Governance, independence and responsibility

17. The governance, mandate, and independence of the EIB-CM are safeguarded by the EIB Board of Directors and the EIF Board of Directors, which approve this Policy upon proposal from the EIB Management Committee and the EIF CE/DCE.

18. The resources and budget of the EIB-CM shall be approved by the EIB Board of Directors and EIF Board of Directors. The EIB Group Governing Bodies shall ensure that adequate resources and budget are provided to the EIB-CM so that it may be effective in delivering on its mandate, performing its functions, and carrying out its activities in a timely manner and as per the provisions of this Policy.

19. The EIB-CM is responsible for the implementation of this Policy, which defines its status, authority, responsibilities and rules of conduct. The EIB-CM is part of the Office of Ethics and Accountability headed by the Group Chief Ethics and Accountability Officer, which is operationally independent from the EIB Group Services. The Head of the EIB-CM is the principal of the EIB Group Complaints Mechanism and is, under the auspices of the Group Chief Ethics and Accountability Officer, responsible for the management, development, implementation, and monitoring of the EIB-CM. The Head of the EIB-CM represents the EIB-CM internally and externally. The independence, effectiveness and predictability of the EIB-CM are ensured by the Head of the EIB-CM.

20. In the exercise of its functions, the EIB-CM interacts with all the EIB Group Services and with the EIB Group Governing Bodies. The EIB-CM is independent in the delivery of its mandate in order to ensure that each Complaint is dealt with by applying the highest standards of objectivity, whilst safeguarding the interests of all internal and external stakeholders of the EIB Group. The EIB-CM shall be free from internal and external interference in the delivery of its mandate as per this Policy and in issuing, and publishing its reports and related documents, without prejudice to the prerogatives of the EIB Group Governing Bodies.

21. The appointment of EIB-CM staff follows existing procedures approved by the EIB Group Governing Bodies. The EIB Board of Directors and the EIF Board of Directors are consulted on the selection process of the Head of the EIB-CM, without prejudice to the EIB President's statutory right to appoint EIB staff.

[5] See the EIB Group Complaints Mechanism's approach to preventing and addressing reprisals on the EIB-CM website - https://www.eib.org/files/publications/eib_cm_s_approach_to_preventing_reprisals_en.pdf.

22. The EIB-CM staff, including the Head of the EIB-CM, are required to uphold high standards of professional conduct in accordance with EIB Group Staff Code of Conduct and other policies and regulations applicable to the EIB Group Staff. In particular, they shall exercise their functions with independence, objectivity, and impartiality, avoiding conflicts of interest and undue influence, and ensuring that their assessments and conclusions are based on relevant and substantiated information. They shall also ensure appropriate confidentiality in handling information, including the protection of Complainants' data. The activities of the EIB-CM are subject to the oversight of the European Ombudsman (EO) and of the European Data Protection Supervisor (EDPS) in line with paragraphs 120 and 121 of the Policy.

23. Without prejudice to the duty of members of EIB Group Staff to observe professional secrecy, the EIB-CM, while carrying out its responsibilities, has the right to obtain access to any and all information held by the EIB Group that is necessary for the performance of its duties. As a result, the EIB Group Staff has the duty to cooperate with the EIB-CM promptly, fully and efficiently, especially with a view to respecting the deadlines in this Policy, as well as to adhering to the standards and policies of the EIB Group. Any EIB Group Staff member who receives a Complaint shall immediately forward it to the EIB-CM.

24. During the handling of a Complaint, the Head of the EIB-CM or the Group Chief Ethics and Accountability Officer may address the EIB Group Governing Bodies when deemed necessary with specific recommendations.

SECTION II – HANDLING OF COMPLAINTS

25. The provisions of Section II.A of this Policy cover the handling of Environmental and/or Social Complaints. Section II.B of this Policy covers the handling of Access to Information Complaints.

A. Environmental and/or Social Complaints

Submission of an Environmental and/or Social Complaint and Admissibility

Who may submit an Environmental and/or Social Complaint

26. The following may submit an Environmental and/or Social Complaint to the EIB-CM:

(a) Any natural or legal person, or group of such persons, or an authorised representative acting on their behalf, who believe to be negatively impacted, or likely to be negatively impacted, directly or indirectly, by an EIB Group Project or a Project considered for financing;

(b) Local, regional or international CSOs, alleging actual or potential global, regional or local negative environmental impacts[6] of an EIB Group Project or a Project considered for financing, without the need of alleging negative impact on their members; or

(c) Local, regional or international CSOs, alleging actual or potential negative social impacts of an EIB Group Project or a Project considered for financing, without the need of alleging negative impact on their members, provided they submit the reasons preventing any affected people from submitting an Environmental and/or Social Complaint.

27. In addition to Complaints submitted by external stakeholders, an EIB-CM process (Dispute Resolution or Compliance) may be initiated:

(a) By specific request of the President of the EIB, the EIB Management Committee or the EIF CE/DCE; or

(b) By the Group Chief Ethics and Accountability Officer, either on his/her own initiative, or on the basis of a reasoned proposal from the Head of the EIB-CM.

[6] For the purpose of this provision, environmental impacts include impacts on cultural heritage.

How to submit a Complaint

28. The Complaints must be submitted in writing and in an EU official language to the extent possible. For Complaints submitted in other languages, the EIB-CM will, whenever possible, handle those in the language of the Complaint. Complaints may be sent or delivered to the EIB-CM office in Luxembourg or to any EIB office in the EU or outside the EU, or submitted electronically, using the form in the EIB-CM website or to the dedicated email address complaints@eib.org. The EIB-CM will maintain confidentiality upon receiving a Complaint if requested to do so by the Complainant. Within five (5) Business Days of receipt of a Complaint by the EIB-CM, the EIB-CM shall send a written communication to the Complainant acknowledging its receipt.

What to include in an Environmental and/or Social Complaint

29. For the purpose of assessing admissibility criteria referred to in paragraphs 33 and 35, an Environmental and/or Social Complaint should include the following information:

    (a) The Complainant's name and contact information (email address, telephone number or any other preferred channel of communication).

    (b) If the party lodging the Complaint is doing so on behalf of people affected by an EIB Group Project or Project considered for financing, such party should identify on whose behalf the Complaint is made.

    (c) If the Complainant wishes that the EIB-CM keeps their identity or any information communicated as part of the Complaint confidential.

    (d) The concerned EIB Group Project or Project considered for financing.

    (e) For Complaints submitted by Complainants under paragraph 26 (a) above, an explanation of how the Complainant believes they have been, or may be, negatively impacted by the EIB Group Project or Project considered for financing.

    (f) For Complaints submitted by Complainants under paragraphs 26 (b) and (c) above, an explanation of how the Complainants believe that actual or potential negative environmental and/or social impacts from an EIB Group Project or Project considered for financing occurred or may occur; for negative social impacts under paragraph 26 (c) above, the reasons preventing any people affected by an EIB Group Project or Project considered for financing from submitting the Complaint.

30. In addition, the Complainant may wish to provide information on the following (none of the below will be interpreted nor construed as a requirement of admissibility of an Environmental and/or Social Complaint):

(a) Whether anything has been voluntarily done by the Complainant to attempt to resolve the problem, including any contact with EIB Group Staff, the Client/Promoter (including their local grievance mechanism), and what aspects remain unresolved.

(b) How the Complainant considers that non-compliance with Project related policies and procedures may have occurred, without however the need to specify particular policies, procedures or standards.

(c) A preliminary indication of the Complainant's preference in terms of approach to resolve their Complaint (Early Resolution, Dispute Resolution or Compliance).

(d) Possible risks of reprisals or intimidation, if relevant.

(e) Any other relevant facts, supporting documents, or other relevant materials.

Extension of timelines for Complaints processing

31. The EIB-CM may decide to extend any time period set forth in this Policy for the Complaints handling process, provided there are reasonable grounds or circumstances to justify such extension, such as, but not limited to, case complexity, need for additional expertise, requirements for translations, or unforeseen events outside the control of the EIB Group or of the EIB-CM. Any such extension (together with the justification thereof) shall be promptly notified to the Complainant, EIB Group Services, and posted on the EIB-CM website.

Risk of reprisals or intimidation

32. As per its approach related to the risk of reprisals mentioned in paragraph 16(g) above, the EIB-CM will take into account the risk of reprisals or intimidation whenever it requires the consent of, or consultation with, the Complainants to proceed during its processes.

Admissibility

33. The EIB-CM will deem the Environmental and/or Social Complaint admissible if:

(a) The Complaint relates to an EIB Group Project, or a Project considered for financing;

(b) The Complaint alleges actual or potential negative environmental and/or social impacts of an EIB Group Project, or of a Project considered for financing;

(c) For Complaints submitted by Complainants under paragraph 26 (a) above, the Complainant alleges to be directly or indirectly affected by negative environmental and/or social impacts of an EIB Group Project, or a Project considered for financing, either already at the time of submission of the Complaint or potentially/likely in the future;

(d) The Complaint is submitted up to (and including) the end of the 6th month after the date of publication of the ESCS (for those projects that have an ESCS), or, up to (and including) the end of the 24th month after the end of EIB Group's financial relationship[7] in the EIB Group Project (as a result of, for instance, repayment, prepayment or exit).

34. Admissibility of a Complaint does not constitute a judgment on the merits of the Complaint and does not have a suspensive effect on the relevant project and/or any other administrative or judicial deadlines.

35. Where an Environmental and/or Social Complaint relates to an EIB Group financing/investment through a Financial Intermediary, the EIB-CM will assess and take into account: a) whether the project giving rise to the Complaint falls within the scope of the EIB Group financing/investment; and b) the materiality of the financial link between the EIB Group entity and such project. For purposes of assessing such materiality, the EIB-CM will consider, as relevant, aspects such as the structure, type, participation percentage, and tenor of the financing/investment relationship between the EIB Group entity, the Financial Intermediary and their client.

36. Where an admissible Environmental and/or Social Complaint relates to a Project considered for financing, the EIB-CM will transfer the Complaint to the relevant EIB Group Services, or close it without transfer if the Complainant expressly refuses the said transfer. If transferred to the EIB Group Services, these will, before the approval of the relevant project, analyse the concerns raised by the Complainant and decide how to take those concerns into account during the appraisal stage of the Project considered for financing. The EIB Group Services will inform the Complainant in writing of the actions that are planned to be taken (or that have already been taken) that address (or may address) the Complainant's concerns. The EIB Group Services will also inform the relevant EIB Group Governing Bodies about the Complaint at the time when project documents are presented for financing approval, together with their assessment of the Complaint and an overview of the actions taken by the EIB Group Services in response to the Complaint. The EIB-CM will close the Complaint upon receipt of the EIB Group Services' response to the Complainant. Once the project is approved, and if the Complainant is not satisfied with the response received from the EIB Group Services, the Complainant can submit a Complaint to the EIB-CM, which will be handled under its regular processes in accordance with this Policy.

[7] Although complaints may be admissible, there may be limitations in the handling of complaints when the contractual relationship with the Client/Promoter no longer exists (e.g. after full reimbursement of the loan).

Outside the mandate and inadmissible Complaints

37. The EIB-CM will deem the following Complaints inadmissible:

(a) Complaints concerning the investment mandate of the EIB Group, its financing or investment decisions per se, its credit policy, or other related, purely commercial or banking discretionary decisions.

(b) Complaints from anonymous parties and Complaints without contact details of the Complainant.

(c) Complaints that have the objective of gaining a competitive economic advantage or that are excessive, repetitive, clearly frivolous or malicious in nature.

(d) Complaints that relate to matters in respect of which a Complaint has already been closed by the EIB-CM, unless new evidence or circumstances not known at the time of the previous Complaint are submitted.

(e) Complaints that present same allegations and are part of a concluded, pending or ongoing process filed against the relevant EIB Group entity before other EU administrative[8] or judicial review mechanisms.

38. The EIB-CM will deem the following Complaints inadmissible and transfer the Complaint to the relevant service of the EIB Group:

(a) Complaints challenging the legality of EIB Group policies decided by the EIB Group Governing Bodies. These Complaints will be addressed by the Secretary General of the EIB or the EIF CE/DCE respectively.

(b) Complaints submitted by EIB Group Staff, which will be handled by the relevant services of the EIB Group, depending on the nature of the case.

(c) Project procurement complaints, which fall within the mandate of the EIB Project Procurement Complaints Committee.

(d) Allegations of prohibited conduct as defined in the EIB Group Anti-Fraud Policy. These will be handled by the Investigations Division within the Office of Ethics and Accountability. If, during the inquiry, it appears that some allegations concern prohibited conduct, the relevant part of the Complaint will be handed over to the Investigation Division within the Office of Ethics and Accountability in accordance with the applicable EIB Group policies and procedures.

(e) Complaints from external parties that are not Environmental and/or Social Complaints or Access to Information Complaints, which will be processed by the relevant services of the Office of Ethics and Accountability of the EIB Group according to the procedures defined by such services.

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[8] This does not preclude the EIB-CM from handling complaints related to EIB Group Projects which are also subject to a request for internal reviews of EIB decisions, in particular of financing approvals, from environmental NGOs or members of the public pursuant to the Aarhus Regulation (Regulation (EC) No. 1367/2006 as amended by Regulation (EU) 2021/1767.

39. If a Complaint falls outside the scope of this Policy and another internal service of the EIB Group is competent to deal with such a Complaint, the EIB-CM will refer the Complaint to the relevant service within the EIB Group.

40. The EIB Group Office of Ethics and Accountability will act as a coordinator of complaints against the EIB Group lodged with the EO and of all other non-judicial complaints with international institutions or bodies which (directly or indirectly) concern the EIB Group. This includes EO cases related to the handling of complaints by the EIB-CM.

Admissibility Determination

41. The EIB-CM will inform the Complainant and the EIB Group Services of its admissibility determination within a maximum period of 10 Business Days from the date of the EIB-CM's acknowledgement of receipt of the Complaint and publish the outcome of the admissibility determination on its website. The EIB-CM may request clarifications or additional information from the Complainants or from EIB Group Services to make an admissibility determination. If the EIB-CM determines at any stage that the Complaint is inadmissible, even after an earlier divergent assessment, it will close the case, notify the Complainant and publish the relevant information on its website.

Screening

42. If an Environmental and/or Social Complaint is found admissible, the EIB-CM will perform a screening of the Complaint, the purpose of which is for the EIB-CM to determine the most appropriate way forward to handle it (Early Resolution, Initial Dispute Resolution Assessment or Initial Compliance Assessment) taking the Complainant's preference into account. For this purpose, the EIB-CM will engage with the Complainant to explain the EIB-CM's different functions and options. Where applicable, the EIB-CM will also engage with the EIB Group Services to assess whether the criteria for Early Resolution (as set out in paragraph 44 below) may be met.

43. The EIB-CM will complete the Screening within 20 Business Days from the date of the communication to the Complainant of the admissibility determination. The EIB-CM will inform the Complainant and the EIB Group Services about the outcome, and publish the outcome on its website.

Early Resolution

44. In specific cases and as a result of the Screening, the EIB-CM may decide to transfer the Environmental and/or Social Complaint to the EIB Group Services for an Early Resolution process. Such transfer may occur provided that the Complainant and the EIB Group Services agree to it and if the EIB-CM considers, on the basis of available evidence at that time, that: (a) the alleged negative environmental and/or social impacts are clearly identified and can be addressed efficiently and effectively in the timeframe set out in paragraph 45 below; (b) there is no apparent risk of retaliation; and (c) the issues raised by the Complainant are not of a systemic nature, do not involve serious human rights violations, or are not associated with potential or actual consequences that extend beyond the (group of) Complainant(s). The case will remain open at the EIB-CM during the Early Resolution process.

45. The EIB-CM will determine a reasonable and limited timeframe to address the issues raised in the Environmental and/or Social Complaint transferred to the EIB Group Services for Early Resolution, which will be commensurate to the case, but will not be longer than six (6) months from the date of transfer to the EIB Group Services. During Early Resolution, the EIB Group Services, in collaboration with the Client/Promoter and involving the Complainant where appropriate, will aim to effectively address the issues raised in the Complaint. At the end of the Early Resolution, the EIB Group Services will inform the EIB-CM on how the issues have been addressed and on the outcome of the process. The EIB-CM will subsequently consult the Complainant and close the case or, in case of outstanding issues, either proceed to an Initial Compliance Assessment or an Initial Dispute Resolution Assessment. The EIB-CM will publish the relevant information on its website, including the timeline for Early Resolution and issues to be addressed and, at the end, the outcome of the process, including whether there are outstanding issues to be addressed and potential next steps.

46. A Complainant may decide to leave the Early Resolution process at any time if they are of the view that no progress is made. The EIB Group Services and the Client/Promoter also have the possibility to end the Early Resolution process at any time. In those cases, and with the agreement of the Complainant, the EIB-CM will decide to either proceed with an Initial Compliance Assessment or an Initial Dispute Resolution Assessment.

Dispute Resolution

Purpose

47. The EIB-CM's Dispute Resolution function aims to help resolve issues raised about negative environmental and/or social impacts of EIB Group Projects through a neutral, collaborative, problem-solving approach and to contribute to improved outcomes on the ground. Dispute Resolution seeks to provide remedy for the Complainant by delivering tangible outcomes on the ground, building trust between the Parties, and restoring their dignity through respectful and fair processes.

48. The EIB-CM's Dispute Resolution function follows a three-step approach: (1) an Initial Dispute Resolution Assessment, which determines whether to undertake a Dispute Resolution process, and, in the affirmative, (2) a Dispute Resolution process. In case Parties reach an agreement, (3) the EIB-CM will carry out a monitoring of the implementation of the agreement, unless Parties agree that no monitoring is required.

Initial Dispute Resolution Assessment

49. The purpose of the Initial Dispute Resolution Assessment is to determine the suitability and feasibility of Dispute Resolution based on the Parties' agreement to participate voluntarily and in good faith in a Dispute Resolution process and taking into account the following:

    (a) the local context and background;

    (b) the relevant stakeholders and their perspectives, interests, and expectations, as well as existing power dynamics;

    (c) the core issues and underlying causes of the dispute;

    (d) any past attempts at resolution, possible barriers to collaboration and resolution as well as risks of aggravating the situation;

    (e) possible approaches to resolve the dispute collaboratively.

50. These elements are gathered through close engagement with the Parties and other stakeholders, as well as independent research, and site visits.

51. Within 60 Business Days after the Screening decision (or the date of transfer after Early Resolution), the EIB-CM will describe the allegations and document its decision on whether to proceed with a Dispute Resolution process in an Initial Dispute Resolution Assessment Report, which will be shared with the EIB Group Services, Complainants, Client/Promoter and other Parties if relevant. The report will be published on the EIB-CM's website. In case the EIB-CM decides not to proceed with Dispute Resolution, the Complainant may request the transfer of the case to the EIB-CM Compliance function for an Initial Compliance Assessment. Otherwise, the EIB-CM will close the case.

Dispute Resolution Process

52. As a nonjudicial, non-adversarial, and neutral forum, Dispute Resolution provides an avenue through which Parties may find mutually satisfactory solutions to the issues raised in the Environmental and/or Social Complaint and other significant issues identified during the Initial Dispute Resolution Assessment. Dispute Resolution is forward-looking and not intended to determine wrongdoing or non-compliance. As such, the EIB-CM takes no position on the validity of the allegations made, nor does it impose solutions to the dispute, and it treats all Parties fairly and equitably. The Dispute Resolution process shall be conducted and designed taking into consideration the existence of power asymmetries between the Parties, particularly concerning the availability of information needed and the capacity of Parties to participate effectively in these processes.

53. Engaging in a Dispute Resolution process is a voluntary decision, and the process may be terminated by any Party at any time. The EIB-CM also has the discretion to terminate a Dispute Resolution process in accordance with this Policy, particularly if it is reasonably unlikely to lead to resolution.

54. In managing the Dispute Resolution process, the EIB-CM will typically, if possible and appropriate, work with a facilitator or mediator who possesses the appropriate expertise, has the ability to understand the cultural context, and is considered acceptable as independent and impartial by the Parties.

Approaches to Dispute Resolution

55. In consultation with the Parties, the EIB-CM may flexibly use different approaches (individually or combined), including but not limited to:

    (a) **Facilitation of dialogue and negotiation**: Supporting Parties to engage in dialogue and negotiation when communication is limited or has been disrupted.

    (b) **Information sharing**: Helping Parties exchange or access information or clarifications needed to address concerns.

    (c) **Joint fact-finding**: Encouraging Parties to agree on what issues to examine, how to and who will examine them, and how to use the findings.

    (d) **Mediation**: Involving a neutral third party to help Parties reach a mutually acceptable solution.

Outcome of Dispute Resolution

56. If the Parties reach an agreement, the EIB-CM will conclude the Dispute Resolution process. Any agreement reached should be specific in terms of objective, nature, and requirements and, at the discretion of the Parties, documented in written form. The EIB-CM will not knowingly facilitate agreements that would coerce one or more Parties or be contrary to EIB Group policies (including Project related policies and procedures).

57. In case no agreement has been reached after 18 months from the date of the Initial Dispute Resolution Assessment Report, the EIB-CM will assess the status of the ongoing Dispute Resolution process. If in the EIB-CM's view and, following consultation with the Parties, the Dispute Resolution is no longer likely to lead to a resolution or no longer constitutes an efficient use of resources, the EIB-CM can conclude the Dispute Resolution process and notify the Parties accordingly. In cases where it concludes that there is still a likelihood of reaching a resolution, the EIB-CM can decide to extend the process for one additional period of up to six (6) months. Further extensions for additional periods of up to six (6) months at a time may be exceptionally considered by the Head of the EIB-CM, should the complexity of the case warrant them, with the decision to conclude or continue the Dispute Resolution process to be revisited at the end of each extension.

58. Upon conclusion of the Dispute Resolution process with partial or no agreement and with the consent of the Complainant, the EIB-CM will transfer the unresolved issues of the Environmental and/or Social Complaint for an Initial Compliance Assessment, or otherwise close the case. In exceptional cases, the Head of the EIB-CM may suggest another specific EIB Group action.

59. Within 20 Business Days following the conclusion of the process, the EIB-CM will prepare a draft Dispute Resolution Closure Report and provide it for factual review and comments during 20 Business Days to the Parties and the EIB Group Services. Upon expiry of this period, the EIB-CM will within 15 Business Days consider the comments received and share the final Dispute Resolution Closure Report with the Parties, other stakeholders (if relevant), and the EIB Group Services. The EIB-CM will publish the final Dispute Resolution Closure Report on its website, along with any agreement reached, subject to confidentiality and non-disclosure arrangements requested by the Parties.

60. To foster institutional learning, and subject to confidentiality constraints, the EIB-CM Dispute Resolution team may share lessons learned with relevant EIB Group Services.

Monitoring Implementation of Dispute Resolution Agreements

61. The EIB-CM will monitor the implementation of a Dispute Resolution agreement for up to 18 months following the date of the agreement, unless the Parties agree that no monitoring is required. In justified cases, the EIB-CM may decide to extend the monitoring period. The scope, modalities and frequency of such monitoring will be adapted to the circumstances of each agreement. During monitoring, the EIB-CM will engage with the Parties on a regular basis, as appropriate to the case, and at least every six months, review the relevant information and, where necessary, conduct site visits.

62. The EIB-CM will publish interim monitoring reports on its website (where appropriate) and a final monitoring report after completion of the Dispute Resolution monitoring. The EIB-CM will submit draft monitoring reports to the Parties for comments and consider any such comments in the finalisation of its monitoring reports.

EIB Group Services Engagement in the Dispute Resolution Process

63. Were appropriate, the EIB Group Services will support the process, for example, by providing technical input, including knowledge of the EIB Group Project and relevant environmental and social issues for the purpose of supporting an informed dialogue and solution-building. Where appropriate and with the agreement of the Parties, the EIB Group Services may be invited to participate in the Dispute Resolution process as party or act as observer.

Compliance

Purpose

64. The EIB-CM's Compliance function for Environmental and/or Social Complaints carries out Compliance Reviews with the Project related policies and procedures, assesses negative environmental and/or social impacts and non-compliance in relation to the Complaint, and, where appropriate, makes recommendations to the EIB Group to address non-compliance and facilitate remedy of actual or potential (and direct or indirect) negative environmental and/or social impacts through a SRAP prepared by the EIB Group Services.

65. The EIB-CM's Compliance function for Environmental and/or Social Complaints follows a four-step approach: (1) Initial Compliance Assessment, which determines whether a Compliance Review is warranted. If warranted, this assessment is followed by a (2) Compliance Review. In case of non-compliance and any related negative environmental and/or social impacts of the EIB Group Project, (3) the EIB Group Services will prepare a SRAP aimed at addressing non-compliance and facilitating remedy and (4) the EIB-CM will carry out compliance monitoring.

Initial Compliance Assessment

66. The purpose of the Initial Compliance Assessment is to determine whether a Compliance Review is warranted by assessing if, in relation to the Complaint, there are preliminary indications of:

    (a) Direct or indirect negative environmental and/or social impacts of the EIB Group Project;

    (b) The Complainant being or potentially being affected by the alleged negative environmental and/or social impacts, either already at the time of submission or potentially/likely in the future (this criterion is not applicable to Complainants under paragraphs 26 (b) and (c) above);

    (c) The EIB Group Project's non-compliance with Project related policies and procedures; and

    (d) The alleged negative environmental and/or social impacts being plausibly linked to the potential EIB Project non-compliance.

67. During the Initial Compliance Assessment, the EIB-CM will take into account other elements, including the EIB Group Services' views on the issues raised and any corrective actions already implemented.

68. The Initial Compliance Assessment typically includes an analysis of the Environmental and/or Social Complaint, EIB Group Project related files and any other documents and information that the EIB-CM may request and receive from stakeholders where relevant, such as the Complainant, EIB Group Services, Client/Promoter, and/or other parties, and site visits.

69. Within 60 Business Days after the Screening (or the date of transfer after Early Resolution or Dispute Resolution), the EIB-CM will describe the allegations and document its decision on whether a Compliance Review is warranted in an Initial Compliance Assessment Report, which will be shared with the EIB Group Services, Complainant, Client/Promoter and other relevant stakeholders. The report will be published on the EIB-CM website.

Compliance Review

70. The scope of the Compliance Review for Environmental and/or Social Complaints is to, in relation to the Complaint:

    (a) Assess actual or potential negative environmental and/or social impacts;

    (b) Assess the related EIB Group Project's compliance with Project related policies and procedures;

    (c) in case of EIB Group Project's non-compliance and negative impacts, assess compliance of the EIB Group entity with the relevant Project related policies and procedures; and

(d) Upon the EIB-CM's conclusions of non-compliance and related actual or potential negative environmental and/or social impacts (which can be direct or indirect), make recommendations to the EIB Group to address non-compliance and facilitate remedy of actual or potential (and direct or indirect) negative environmental and/or social impacts through a SRAP prepared by the EIB Group Services.

71. Taking into account the nature of any particular Environmental and/or Social Complaint, the EIB-CM may use a variety of investigatory methods, including meeting with stakeholders, hiring independent experts, visiting EIB Group Project sites and requesting specific information from the EIB Group Services.

Outcome of the Compliance Review

72. Upon completion of the Compliance Review, the EIB-CM will prepare a Compliance Conclusions Report that will include:

(a) Context, regulatory framework, and analysis to support the EIB-CM's conclusions regarding the underlying causes of any non-compliance identified.

(b) The EIB-CM's conclusions with respect to compliance, non-compliance, and any related negative environmental and/or social impacts of the EIB Group Project.

(c) In case of non-compliance and related negative environmental and/or social impacts, the EIB-CM's recommendations to the EIB Group to address non-compliance and facilitate remedy of actual or potential (and direct or indirect) negative environmental and/or social impacts through a SRAP prepared by the EIB Group Services as per the terms of this Policy.

73. Within 140 Business Days after the date of issuance of the Initial Compliance Assessment Report, the EIB-CM will prepare a draft Compliance Conclusions Report and provide it for factual review and comments during 20 Business Days to the EIB Group Services, Complainant, and Client/Promoter. Upon expiry of this period, the EIB-CM will within 20 Business Days consider the comments received, share the final Compliance Conclusions Report with the Complainant, EIB Group Services, Client/Promoter and other relevant stakeholders and publish a statement on its website informing that its Compliance Review has finalised. The EIB-CM will publish the final Compliance Conclusions Report on its website, unless it recommends the development of a SRAP in which case the terms of paragraphs 74 to 79 below apply.

Services Response and Action Plan

74. If applicable, within 50 Business Days of receiving the Compliance Conclusions Report, the EIB Group Services will submit to the EIB-CM a draft SRAP addressing the non-compliance and effectively remedying related actual or potential negative environmental and/or social impacts (which can be direct or indirect) identified in the Compliance Conclusions Report. The SRAP will contain at the minimum: (i) actions to be implemented and by whom and, where applicable, actions required to effectively prevent the reoccurrence of similar situations (e.g. changes to the EIB Group relevant procedures); and (ii) implementation plan, deliverables and timetable to be followed. The draft SRAP shall be agreed with the Client/Promoter and shall take into account the Complainant's views gathered through direct or indirect engagement. Where relevant, the EIB Group Services will include an explanation of reasons regarding the EIB-CM's conclusions and/or recommendations that the EIB Group Services are unable to address.

75. Promptly after having received the draft SRAP from the EIB Group Services, the EIB-CM will share it with the Complainant. Within 15 Business Days after having received the draft SRAP, the EIB-CM will assess the adequacy of the draft SRAP in consultation with the Complainant and will provide its views (including, where relevant, those of the Complainant) to the EIB Group Services. The EIB Group Services will have the possibility to, within 15 Business Days, review the draft SRAP and incorporate changes that may be considered appropriate, subsequently providing the EIB-CM with the final SRAP. If the EIB-CM considers that the final SRAP sufficiently responds to the conclusions and/or recommendations of its Compliance Conclusions Report, it will submit those documents to the EIB Management Committee and/or the EIF CE/DCE for information as part of its periodic reporting.

76. If the EIB-CM finds that the final SRAP insufficiently responds to its conclusions and/or recommendations, the Compliance Conclusions Report, the proposed SRAP, the EIB-CM's and EIB Group Services' respective views on the SRAP, as well as those of the Complainant, will be submitted to the EIB Management Committee and/or EIF CE/DCE within 20 Business Days for consideration and response on the content and adequacy of the SRAP. The EIB Management Committee and/or the EIF CE/DCE may request the EIB Group Services to review the SRAP, as appropriate. The EIB-CM will report to the EIB and/or EIF Boards of Directors, as relevant.

77. Alternatively, if the EIB Group Services consider that no action plan as part of a SRAP is required, the EIB-CM's Compliance Conclusions Report, the views of the Complainant, and the EIB Group Services' formal response will be submitted within 20 Business Days to the EIB Management Committee and/or EIF CE/DCE for consideration and a response on the need for an action plan in the SRAP. The EIB Management Committee and/or the EIF CE/DCE may request the EIB Group Services to prepare such action plan, as appropriate. The EIB-CM will report to the EIB and/or EIF Boards of Directors, as relevant.

78. Once finalised, the EIB-CM will share the SRAP (and/or, if applicable, the EIB-CM's views and the response of the EIB Management Committee and/or of the EIF CE/DCE as per the

paragraphs 76 and 77), with the Complainant, EIB Group Services, Client/Promoter and other relevant stakeholders and publish them on its website along with the final Compliance Conclusions Report.

79. The EIB-CM will report to the EIB and/or the EIF Boards of Directors on the conclusions and recommendations of those cases that underwent a Compliance Review, on the cases where an action plan was not developed as part of the SRAP, as well as on its views on the adequacy of SRAPs to address non-compliance and facilitate remedy of negative impacts.

Compliance Monitoring

80. The EIB-CM will monitor the proper implementation of the SRAP on a semi-annual basis as per the timelines indicated in the SRAP. As part of its monitoring, the EIB-CM will review the information sent by the EIB Group Services semi-annually about the progress of the implementation of the SRAP and consult the Complainant accordingly. Where relevant, the EIB-CM may meet stakeholders, conduct site visits and hire independent experts.

81. The EIB-CM will monitor the implementation of all actions/steps and deliverables included in the SRAP for a period corresponding to the implementation timelines established in the SRAP. Upon expiry of the implementation timelines established in the SRAP, the EIB-CM will close its monitoring and publish the outcome on its website. In justified cases, the EIB-CM may continue the monitoring for a limited period beyond the implementation timelines established in the SRAP if it considers that there is a reasonable expectation of further progress.

82. The EIB-CM will document the results of its monitoring (and closure of the monitoring process) of the SRAPs regularly on its website for the concerned cases and annually in the context of its activity reporting. The EIB-CM will report to the EIB Group Governing Bodies on the progress made in the implementation of the actions/steps included in the SRAPs and, in general, on the outcomes of its monitoring, as part of its periodic reporting. The EIB Group Governing Bodies may request the EIB Group Services to take adequate steps to ensure the implementation of actions/steps included in the SRAPs.

B. Access to Information Complaints

83. The Access to Information Complaints will be handled in accordance with the provisions of this Section II B of the Policy. The provisions of Section II A are not applicable to Access to Information Complaints, with the exception of paragraphs 27; 28; 31; 32; 34; 37; 38; 39; 40; and 41.

Submission of an Access to Information Complaint and Admissibility

84. Any natural or legal person, or group of such persons (or an authorised representative acting on their behalf), or any local, regional or international CSOs, alleging non-compliance by an EIB Group entity with Access to Information related policies and procedures, may submit an Access to Information Complaint.

85. For the purpose of assessing admissibility criteria referred to in paragraph 87, an Access to Information Complaint should include the following information:

(a) The Complainant's name and contact information (email address, telephone number or any other preferred channel of communication).

(b) If the Complainant wishes that the EIB-CM keeps their identity or any information communicated as part of the Complaint confidential.

(c) Details concerning the relevant document and/or information; and

(d) The concerned EIB Group Project or Project considered for financing, if applicable.

86. In addition, the Complainant may wish to provide information on the following (none of the below will be interpreted nor construed as a requirement of admissibility of an Access to Information Complaint):

(a) Whether anything has been voluntarily done by the Complainant to attempt to resolve the problem, including any contact with EIB Group Staff, and what aspects remain unresolved.

(b) How the Complainant considers that non-compliance with the Access to Information related policies and procedures may have occurred, without however the need to specify particular policies, or procedures.

(c) Possible risks of reprisals or intimidation, if relevant.

(d) Any other relevant facts, supporting documents, or other relevant materials.

87. The EIB-CM will deem the Access to Information Complaint admissible if the Complaint:

(a) Concerns actions or omissions of an EIB Group entity in terms of access to, or disclosure of, information and documents;

(b) Was submitted within 1 (one) year from the date on which the facts upon which the Access to Information Complaint is based could reasonably be known by the Complainant.

Screening

88. If an Access to Information Complaint is found admissible, the EIB-CM will perform a screening of the Complaint, the purpose of which is for the EIB-CM to determine the most appropriate way forward to handle it (Early Resolution or Compliance Review) taking the Complainant's preference into account. For this purpose, the EIB-CM will engage with the Complainant to explain the EIB-CM's different functions and options. Where applicable, the EIB-CM will also engage with the EIB Group Services to assess whether the criteria for Early Resolution (as set out in paragraph 90 below) may be met.

89. The EIB-CM will complete the Screening within 20 Business Days from the date of the communication of the admissibility determination and will inform the Complainant and the EIB Group Services, and publish the outcome on its website.

Early Resolution

90. In specific cases and as a result of the Screening, the EIB-CM may decide to transfer the Access to Information Complaint to the EIB Group Services for an Early Resolution process. Such transfer may occur provided that the Complainant and the EIB Group Services agree to it and if the EIB-CM considers, on the basis of available evidence at that time, that: (a) the alleged access to information issues can be addressed efficiently and effectively in the timeframe set out in paragraph 91 below; (b) there is no apparent risk of retaliation; and (c) the issues raised by the Complainant are not of a systemic nature. The case will remain open at the EIB-CM during the Early Resolution process.

91. The EIB-CM will determine a reasonable and limited timeframe to address the issues raised in the Access to Information Complaint transferred to the EIB Group Services for Early Resolution, which will be commensurate to the case, but will not be longer than two (2) months from the date of transfer to the EIB Group Services. During Early Resolution period, the EIB Group Services will aim to effectively address the issues raised in the Complaint. At the end of the Early Resolution, the EIB Group Services will inform the EIB-CM on how the issues have been addressed and on the outcome of the process. The EIB-CM will subsequently consult the Complainant and close the case or, in case of outstanding issues, proceed to a Compliance Review. The EIB-CM will publish the relevant information on its website, including the timeline for Early Resolution and issues expected to be addressed and, at the end, the outcome of the process, including whether there are outstanding issues to be addressed and potential next steps.

92. A Complainant may decide to leave the Early Resolution process at any time if they are of the view that no progress is made. The EIB Group Services also have the possibility to end the Early Resolution process at any time. In those cases, and with the agreement of the Complainant, the EIB-CM will proceed with a Compliance Review.

Compliance

Purpose

93. The EIB-CM's Compliance function for Access to Information Complaints carries out a Compliance Review with the Access to Information related policies and procedures and, where appropriate, facilitate remedy by making recommendations to the EIB Group to address non-compliance.

94. The EIB-CM's Compliance function for Access to Information Complaints follows a two-step approach: (1) Compliance Review; and (2) compliance monitoring of implementation of the EIB-CM's recommendations, if applicable.

Compliance Review

95. The scope of the Compliance Review for Access to Information Complaints is to:

(a) Assess compliance of the relevant EIB Group entity with Access to Information related policies and procedures; and

(b) Upon the EIB-CM's conclusions of non-compliance, make recommendations to the EIB Group Services to address such non-compliance and resolve the issues raised in the Access to Information Complaint, and, if applicable, define steps for the EIB Group to effectively prevent non-compliance in the future.

96. Taking into account the nature of any particular Access to Information Complaint, the EIB-CM may use a variety of investigatory methods, including meeting with stakeholders, hiring independent experts, and requesting specific information from the EIB Group Services.

Outcome of Compliance Review

97. Upon completion of the Compliance Review for Access to Information Complaint, the EIB-CM will prepare a Compliance Conclusions Report that will include:

(a) Context, regulatory framework, and analysis to support the EIB-CM's conclusions regarding the underlying causes of any non-compliance identified.

(b) The EIB-CM's conclusions with respect to compliance and non-compliance with the Access to Information related policies and procedures.

(c) In case of non-compliance, the EIB-CM's recommendations to the EIB Group Services to address non-compliance and/or where applicable steps needed for the EIB Group to effectively prevent its reoccurrence in the future.

98. Within 70 Business Days from the date of admissibility of the Access to Information Complaint (or the date of transfer after Early Resolution), the EIB-CM will prepare a draft Compliance Conclusions Report and provide it for factual review and comments during 20 Business Days to the EIB Group Services and Complainant. Upon expiry of this period, the EIB-CM will within 20 Business Days consider the comments received, share the final Compliance Conclusions Report with the Complainant and EIB Group Services and publish a statement on its website informing that its Compliance Review has finalised. The EIB-CM will publish the final Compliance Conclusions Report on its website unless the terms of paragraphs 99 and 100 below apply.

99. If applicable, within 20 Business Days of receiving the Compliance Conclusions Report, the EIB Group Services shall prepare an explanation of reasons regarding the EIB-CM's recommendations that the EIB Group Services are unable to address. In such case, after having received the reasons from the EIB Group Services, the EIB-CM will promptly share those, together with its Compliance Conclusions Report, with the Complainant for the purpose of seeking input when formulating the EIB-CM's views. Within 20 Business Days after having received the EIB Group Services' reasons, the EIB-CM will submit its Compliance Conclusions Report, together with the EIB Group Services' reasons and its own views, to the EIB Management Committee and/or EIF CE/DCE for consideration and response on the implementation of the recommendations. The EIB Management Committee and/or the EIF CE/DCE may request the EIB Group Services to review their explanation of reasons, as appropriate. The EIB-CM will report to the EIB and/or EIF Boards of Directors, as relevant.

100. Once finalised, the EIB-CM will share the EIB Group Services' reasons, its own views and the response of the EIB Management Committee and/or of the EIF CE/DCE with the Complainant and publish these on its website along with the final Compliance Conclusions Report.

101. The EIB-CM will report to the EIB and/or the EIF Boards of Directors on its handling of Access to Information Complaints and on the implementation of its recommendations.

Compliance Monitoring

102. The EIB-CM will monitor the proper implementation by the EIB Group Services of its recommendations on a semi-annual basis. As part of its monitoring, the EIB-CM will review the information sent by the EIB Group Services semi-annually about the progress of the implementation of the recommendations and consult the Complainant accordingly. Where relevant, the EIB-CM may meet stakeholders and hire independent experts.

103. The EIB-CM will monitor the implementation of all actions/steps and deliverables included in the recommendations for a period corresponding to the implementation timelines. Upon expiry of the implementation timelines, the EIB-CM will close its monitoring and publish the outcome on its website. In justified cases, the EIB-CM may continue the monitoring for a limited period beyond the established timelines if it considers that there is a reasonable expectation of further progress.

104. The EIB-CM will document the results of its monitoring (and closure of the monitoring process) of the implementation of its recommendations regularly on its website for the concerned cases and annually in a context of its activity report. The EIB-CM will report to the EIB Group Governing Bodies on the progress made in the implementation of the referred recommendations and, in general, on the outcomes of its monitoring, as part of its periodic reporting. The EIB Group Governing Bodies may request the EIB Group Services to take adequate steps to ensure the implementation of the EIB-CM's recommendations.

SECTION III – ADVISORY, OUTREACH, COLLABORATION AND REPORTING

Advisory

105. The EIB-CM will issue advisory products addressing specific issues and key lessons learnt based on its casework and international best practice. The EIB Group Governing Bodies and the EIB Group Services may also request the EIB-CM for advisory products consistent with its mandate and principles.

106. The EIB-CM's advisory function is guided by the following principles:

(a) The EIB-CM provides advice on broader and systemic issues in relation to Project related policies and procedures and Access to Information related policies and procedures, especially regarding environmental, climate and social matters and access to information issues.

(b) The EIB-CM advice draws from experience gained through its Dispute Resolution and Compliance work.

(c) The EIB-CM seeks to carry out its advisory work in a collaborative manner with EIB Group Services and other stakeholders, as appropriate.

(d) The EIB-CM uses its advisory function to inform the relevant EIB Group Governing Bodies of systemic issues it may encounter through the handling of Complaints.

107. The EIB-CM's advisory work will aim at maximising institutional learning and may be delivered in different formats (such as trainings, reports or advisory notes). On a case-by-case basis, the EIB-CM may publish advice for the benefit of other institutions and relevant stakeholders.

108. The EIB-CM will systematically assess the impact of its advisory work and include advisory work in its reporting to the EIB Management Committee, EIF CE/DCE and the EIB and EIF Boards of Directors. The EIB-CM will also report on its advisory work in its Annual Report.

Outreach

109. The EIB-CM's accessibility and the effective implementation of its mandate under this Policy depend on the ability of the EIB-CM to engage effectively with its stakeholders. The EIB-CM conducts outreach among both internal and external stakeholders, including vulnerable groups, in order to promote greater knowledge and understanding of this Policy and of the EIB-CM's mandate, functions and activities. The EIB-CM will develop an outreach strategy to that effect and disclose it on its website. Such a strategy will complement the requirements established under the Environmental and Social Sustainability Framework in relation to the establishment of project-level grievance mechanisms and disclosure of information about the existence of, and access to, the EIB-CM. Outreach efforts will include cooperation with other institutions' IAMs, as relevant.

110. The EIB-CM's outreach to external stakeholders includes EIB Group member countries, Clients, Promoters, people affected by EIB Group Projects and their representatives, CSOs/NGOs, academia and other relevant parties.

111. The EIB Group is committed to raising awareness of the EIB-CM in all areas of its activity. The initial webpages of the EIB Group provide a direct link to the EIB-CM website.

Cooperation with Other Independent Accountability Mechanisms (IAMs)

112. Whenever a Complaint concerns an EIB Group Project which is co-financed with other international financing institutions that have an IAM, the EIB-CM shall inform the other co-financing institution's IAM of the admissibility of the Complaint and, if relevant and considering the Complainant's views, collaborate with that IAM, without prejudice to confidentiality constraints as per paragraph 28 above.

113. Collaboration opportunities include sharing of information but need to take into account differences between the IAMs in terms of mandate, policies and procedures applicable to complaints handling and duty of professional secrecy, confidentiality requirements and data protection. Any such collaboration should also be guided by the principle of no dilution of rights of Complainants. The EIB-CM may, in line with the EIB Group relevant procedures, enter into written cooperation agreements or memoranda of understanding with IAMs of the co-financing institution(s) to address joint case processing issues and mutual reliance between the EIB Group entities and other international financing institutions, multilateral development banks or bilateral development banks. In any case, the conclusions and recommendations of the EIB-CM will be independent.

114. The EIB-CM is a member of the IAM Network, a peer group of IAMs and participates in the group's regular meetings and actively contributes to the common objectives and work of the IAM Network.

Reporting

115. The EIB-CM will report semi-annually to the EIB Group Governing Bodies on the status, outcome and monitoring of the Complaints submitted to the EIB-CM, and on lessons learned from the handling of those Complaints, where relevant. As part of its semi-annual reporting to the EIB Group Governing Bodies, the EIB-CM will share its reports, SRAPs, its views and monitoring of the SRAPs, as well as the EIB Group Services' views and actions related to Access to Information Complaints and the EIB-CM's monitoring of those.

116. The EIB Group Governing Bodies may request updates on the progress of an Early Resolution, Dispute Resolution or Compliance process from the Head of the EIB-CM, provided the confidentiality of the process is respected.

117. The EIB-CM will prepare an Annual Report on its activities, which will be published on the EIB Group website.

SECTION IV – FINAL PROVISIONS

Disclosure, Access to Information and Data Protection

118. The EIB-CM is subject to the provisions of the EIB Group Transparency Policy and the EIF Transparency Policy, which are underpinned by the principle of disclosure of information. Disclosure and access to information concerning any document relating to a Complaint and the Complaint handling process is subject to the provisions of the EIB Group Transparency Policy or the EIF Transparency Policy.

119. Information requests addressed to the EIB-CM and/or formulated as part of the Complaint or of the Complainant's further correspondence will be transferred to the EIB Group's competent services and may require longer timeframes than requests submitted directly to the EIB Group's competent services through the procedures established by the EIB Group Transparency Policy or the EIF Transparency Policy.

120. Complaints may contain personal data relating to the Complainant, or to a third party. The processing of personal data by the EIB Group is governed by the relevant rules of the EU legal framework concerning data protection.

Escalation to the European Ombudsman

121. Complainants who are not satisfied with the outcome of the procedure before the EIB-CM or with the EIB Group's response can, in accordance with Article 228 TFEU, file a complaint of maladministration against the relevant EIB Group entity with the EO (http://www.ombudsman.europa.eu).

122. In its final reply, the EIB-CM will ensure that Complainants are informed of the possibility to submit a complaint to the EO.

Application of the Policy

123. This Policy has become effective and applies to any Complaint submitted to the EIB-CM as of [date]. The 2018 EIB-CM Policy and Procedures are hereby repealed with effect from the entry into force of this Policy. They shall continue to apply to the cases registered before this Policy becomes effective.

124. The EIB Group Chief Ethics and Accountability Officer has the authority to interpret the Policy, in consultation with the Head of the EIB-CM.

125. The EIB-CM will regularly collect feedback on the way it handles Complaints and performs the other functions defined in this Policy. The EIB-CM will take into account the collected feedback to improve its performance.

126. The English language version of the Policy prevails.

Review of Policy

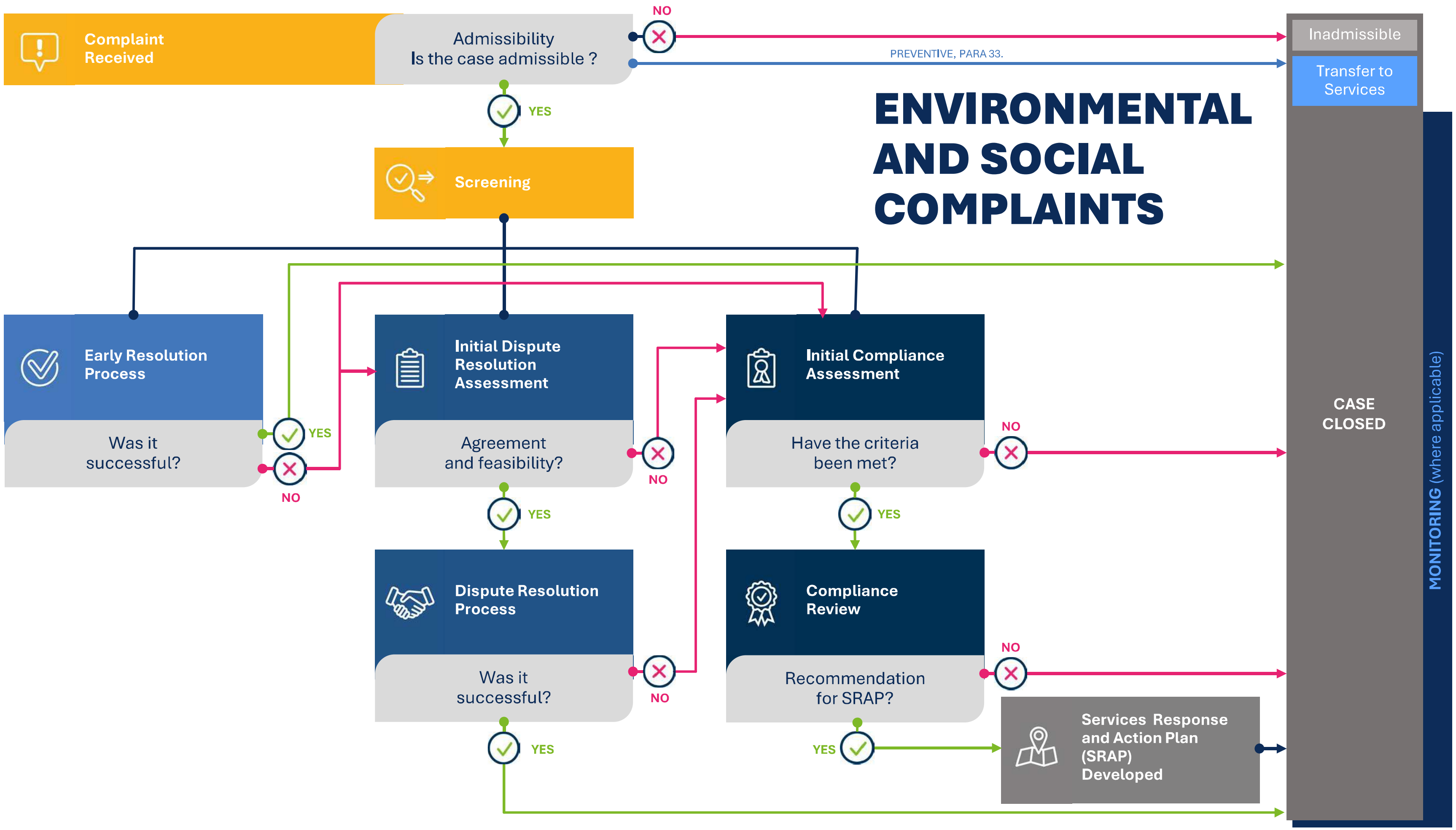
127. The EIB-CM may initiate a review of this Policy five (5) years after it becomes effective and if considered relevant. This notwithstanding, the EIB-CM may suggest amendments to this Policy at any moment.

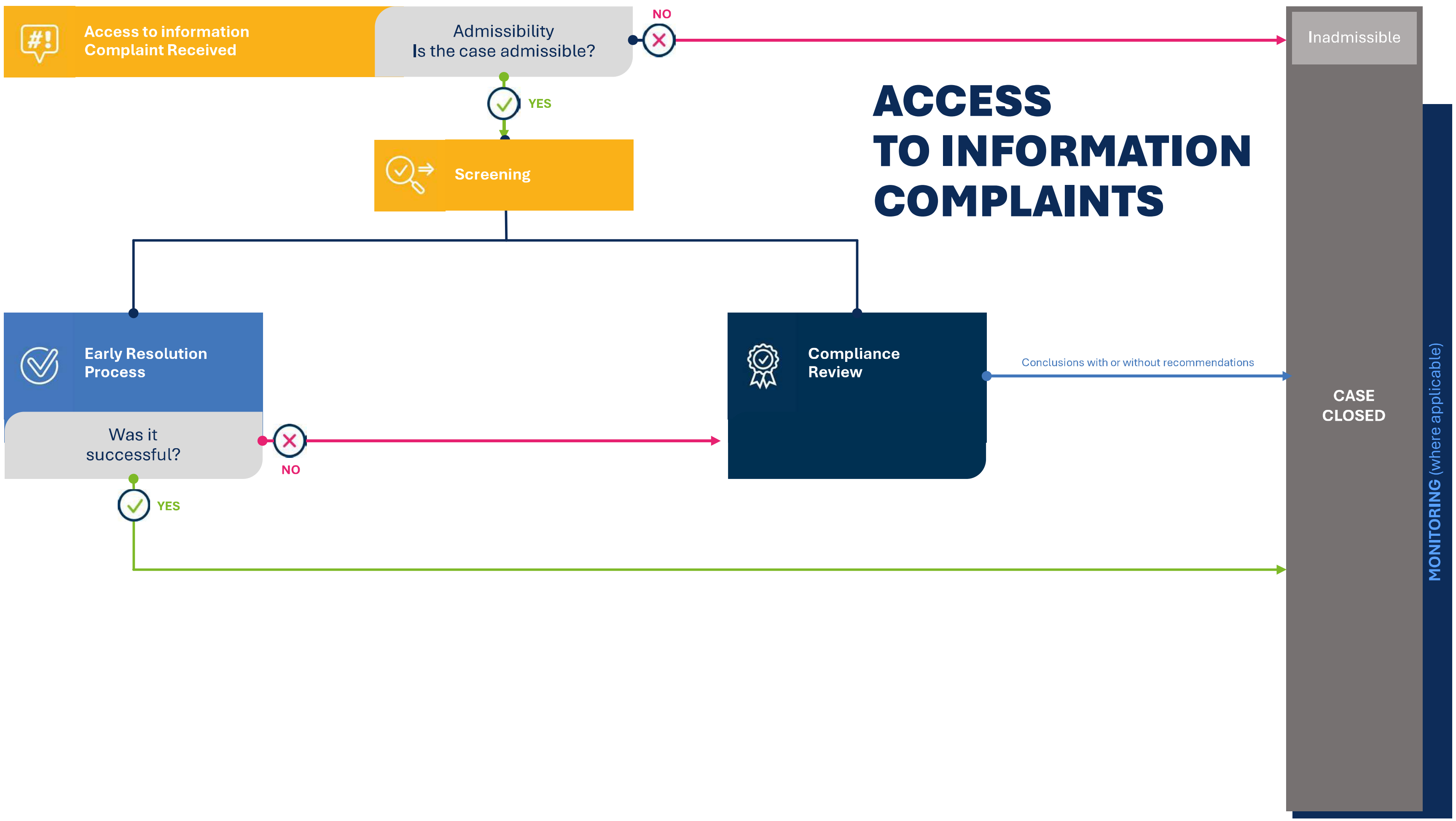
128. Any review will take into consideration the comments expressed by relevant stakeholders (including the CSOs and the EO).

129. The EIB Group Complaints Mechanism Policy, and any amendments thereto, are approved by the EIB and the EIF Boards of Directors upon proposal by the EIB Management Committee and EIF CE/DCE.

ANNEX

ENVIRONMENTAL AND SOCIAL COMPLAINTS





ACCESS TO INFORMATION COMPLAINTS
Access to information Complaint Received
Admissibility
Is the case admissible?
NO
Inadmissible
YES
Screening
Early Resolution Process
Was it successful?
NO
YES
Compliance Review
Conclusions with or without recommendations
CASE CLOSED
MONITORING (where applicable)

COMPLAINTS MECHANISM POLICY

2026

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