

**DRAFT - MARCH 2026**

# **COMPLAINTS MECHANISM POLICY 2026**



**European  
Investment Bank | Group**



# **COMPLAINTS MECHANISM POLICY**

2026

**European Investment Bank Group – Complaints Mechanism Policy**  
2026

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**MARCH 2026**

**THE EUROPEAN INVESTMENT BANK  
GROUP  
COMPLAINTS MECHANISM POLICY  
2026**

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## GLOSSARY

**Access to Information Complaints:** Complaints that concern access to information held and/or published by the EIBG 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 EIBG Transparency Policy and (ii) the EIF Transparency Policy.

**Business Day:** A working day on which the EIBG 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 authorized representative.

**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.

**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 EIBG Projects' negative environmental and/or social impacts in relation to an Environmental and/or Social Complaint, assess the related EIBG Project's compliance with Project related policies and procedures, and in case of EIBG Project's non-compliance and negative impacts, assess compliance of the EIBG entity with the relevant Project related policies and procedures, and accordingly, facilitate remedy by making recommendations to the EIBG to address non-compliance and actual or potential negative environmental and/or social impacts, which can be direct or indirect; 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 EIBG financing (or purported to receive or benefit from EIBG 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 EIBG 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 EIBG Services by the EIB-CM, in specific cases, with the agreement of the Complainant and the EIBG Services.

**EIB-CM:** The EIBG Complaints Mechanism.

**EIB-CM Procedures:** The procedures approved by the EIB Management Committee and the EIF CE/DCE to operationalise, to the extent required, the implementation of the provisions of this EIB-CM Policy.

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

**EIB:** European Investment Bank.

**EIBG 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.

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

**EIBG Services:** The EIBG services responsible for the EIBG Projects or Projects considered for financing.

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

**EIF:** European Investment Fund.

**EIF CE/DCE:** EIF Chief Executive/Deputy Chief Executive.

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

**EO:** European Ombudsman.

**EDPS:** European Data Protection Supervisor.

**Environmental and Social Sustainability Framework:** EIBG'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.

**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 EIBG financing in whole or in part, as agreed with the relevant entity of the EIBG.

**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](http://independentaccountabilitymechanism.net)

**Parties:** All the stakeholders who have agreed to participate voluntarily in the Dispute Resolution process as a party.

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

**Project related policies and procedures:** Project related policies and procedures including the (i) EIBG 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 EIBG Project.

**SRAP:** The Services Response and Action Plan is the document prepared by the EIBG 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 71 - 75 of this Policy.

**TFEU:** Treaty on the Functioning of the European Union.

**Treaties:** TFEU and the Treaty on European Union.

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

**SMEs:** Small and medium-sized enterprises.

## PREAMBLE

1. The European Investment Bank Group (EIBG) consists of the European Investment Bank (EIB) <sup>1</sup> and the European Investment Fund (EIF) <sup>2</sup>. The EIBG 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 EIBG 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 EIBG entities shall therefore operate in such a way as to ensure that its various activities support and implement EU policies. Within the 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<sup>3</sup>.

2. 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 EIBG. Moreover, the EIBG'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.

3. 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.

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

5. Managing complaints of any kind is an EIBG-wide responsibility as it helps the EIBG entities to ensure public accountability, institutional learning and to remedy negative impacts. The EIBG entities are committed to ensuring, through diverse channels, the right to be heard and the right to complaint by EIBG stakeholders, thus giving voice to their concerns, whenever they are, or feel, affected by the EIBG 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.

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<sup>1</sup> European Investment Bank (EIB) – [www.eib.org](http://www.eib.org)

<sup>2</sup> European Investment Fund (EIF) – [www.eif.org](http://www.eif.org)

<sup>3</sup> See <http://www.eib.org/about/partners/cso/key-policies/index.htm>, and [http://www.eif.org/news\\_centre/publications/all/index.htm](http://www.eif.org/news_centre/publications/all/index.htm).

6. This Policy focuses on complaints alleging negative environmental and/or social impacts of EIBG Projects (or Projects considered for financing by the EIBG) 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 EIBG (including the Inspectorate General) as detailed in paragraph 35 below.

7. As the independent accountability mechanism for the EIBG, the EIB-CM handles complaints related to the negative environmental and/or social impacts of EIBG 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 EIBG entities. Through its mandate, the EIB-CM fosters public accountability, provides institutional learning, enhances the environmental and/or social performance of the EIBG Projects and the delivery on the EIBG's objectives and mission.

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

9. This EIBG Complaints Mechanism Policy was approved by the EIB and EIF Boards of Directors on [date] and [date] respectively and shall enter into force upon its publication on the EIB and EIF websites, which shall occur after the approval of the EIB-CM Procedures by the Management Committee and EIF CE/DCE respectively.

## **SECTION I – MANDATE, PRINCIPLES AND GENERAL PROVISIONS**

### **Mandate and Functions**

10. 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 EIBG Projects;
- (c) provide for 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 EIBG entities in terms of disclosure of information;
- (d) foster public accountability and support the delivery on the EIBG's objectives and mission;
- (e) contribute to enhancing the environmental and social outcomes of projects.

11. 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 EIBG 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 EIBG Projects and/or EIBG entities with Project related policies and procedures and/or Access to Information related policies and procedures, and, where relevant, makes recommendations for the EIBG Services to remedy non-compliance and facilitate the resolution of Complaints.

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

12. In addition, the EIB-CM, with the agreement of the Complainant and the EIBG Services, may transfer a Complaint to the EIBG Services in specific cases for Early Resolution as set forth in paragraphs 41, 42 and 43 or 87, 88 and 89 below.

### Guiding Principles

13. The EIB-CM carries out its functions and delivers on its mandate guided by the following core principles:

- (a) The EIB-CM shall deliver on its mandate as per this Policy with *independence* from the EIBG 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 EIBG policies and procedures, keep parties informed about processes and the progress of complaint handling and monitoring and, without prejudice to paragraph 25 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 EIBG 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 reasonable 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 EIBG and EIB-CM have *zero tolerance* towards reprisals.<sup>4</sup> The EIB-CM takes allegations of reprisals seriously and follows up on them, as and when appropriate. The EIB-CM has developed and published an approach<sup>5</sup> 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.

## EIBG Complaints Mechanism

14. The EIB-CM is the complaints mechanism of the EIBG responsible for the implementation of this Policy and of the EIB-CM Procedures, which define its status, authority, responsibilities and rules of conduct.

15. The EIB-CM is part of the independent Inspectorate General (IG), headed by the Inspector General. The Head of the EIB-CM is the principal of the EIBG Complaints Mechanism and is, under the auspices of the independent Inspector General, 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.

16. The EIB-CM interacts with all the EIBG Services and with the EIBG Governing Bodies due to the nature of its functions. 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 EIBG. 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 corresponding competences of the EIBG Governing Bodies.

17. The independence, effectiveness and predictability of the EIB-CM, as part of IG, are ensured by the Head of the EIB-CM being responsible for the exercise of the EIB-CM functions as per the provisions of this Policy.

18. Adequate resources and budget will be provided to the EIB-CM to ensure that it is 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.

## Authority and responsibility

19. Without prejudice to the duty of members of EIBG Staff to observe professional secrecy, the EIB-CM, while carrying out its responsibilities, has the right to obtain access to any and all information necessary for the performance of its duties. As a result, the EIBG Staff has the duty to cooperate with the EIB-CM promptly, fully and efficiently, in line with this Policy and the EIB-CM Procedures, especially with a view to respecting the deadlines as well as to adhering to the standards and policies of the EIBG. Upon receipt of a Complaint, EIBG Staff members must immediately forward it to the EIB-CM.

20. The EIB-CM operates the mandate and functions laid out in this Policy with independence and the staff of the EIB-CM, including the Head of the EIB-CM, are expected to apply and uphold specific rules of conduct to exercise their professional activities and judgement with independence, objectivity, impartiality and confidentiality as set out in the EIB/EIF Staff Code of Conduct and in other policies and regulations applicable to the EIBG Staff.

<sup>4</sup> See Guidance note for EIB Standard on Stakeholder Engagement in EIB Operations dated October 2020, page 33.

<sup>5</sup> 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](https://www.eib.org/files/publications/eib_cm_s_approach_to_preventing_reprisals_en.pdf).

21. During the handling of the Complaint, the EIB-CM may address the EIB Management Committee or the EIF CE/DCE when deemed necessary by the Head of the EIB-CM and/or by the Inspector General, with specific recommendations.

## **SECTION II – HANDLING OF COMPLAINTS**

22. 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**

23. 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 authorized representative acting on their behalf, who believe to be negatively impacted, or likely to be negatively impacted, directly or indirectly, by an EIBG Project or a Project considered for financing;
  - (b) Local, regional or international CSOs, alleging actual or potential global, regional or local negative environmental impacts of an EIBG 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 EIBG 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.
24. 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 Inspector General, either on his/her own initiative, or on the basis of a reasoned proposal from the Head of the EIB-CM.

##### **How to submit a Complaint**

25. The Complaints must be submitted in writing and in an EU official language. 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](mailto:complaints@eib.org). The EIB-CM will maintain confidentiality upon receiving a Complaint if requested to do so by the Complainant.

## **What to include in an Environmental and/or Social Complaint**

26. For the purpose of assessing admissibility criteria referred to in paragraphs 30 and 32, 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 EIBG 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 EIBG Project or Project considered for financing.
- (e) For Complaints submitted by Complainants under paragraph 23 (a) above, an explanation of how the Complainant believes they have been, or may be, negatively impacted by the EIBG Project or Project considered for financing.
- (f) For Complaints submitted by Complainants under paragraphs 23 (b) and (c) above, an explanation of how the Complainants believe that actual or potential negative environmental and/or social impacts from an EIBG Project or Project considered for financing occurred or may occur; for negative social impacts under paragraph 23 (c) above, the reasons preventing any people affected by an EIBG Project or Project considered for financing from submitting the Complaint.

27. 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 EIBG 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) Any other relevant facts, supporting documents, or other relevant materials.

## **Extension of timelines for Complaints processing**

28. 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. Any such extension (together with the justification thereof) shall be promptly notified to the Complainant, EIBG Services, and posted on the EIB-CM website.

## **Risk of reprisals or intimidation**

29. As per its approach related to the risk of reprisals mentioned in paragraph 13(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

30. The EIB-CM will deem the Environmental and/or Social Complaint admissible if:
- (a) The Complaint relates to an EIBG Project, or a Project considered for financing;
  - (b) The Complaint alleges actual or potential negative environmental and/or social impacts of an EIBG Project, or of a Project considered for financing;
  - (c) For Complaints submitted by Complainants under paragraph 23 (a) above, the Complainant alleges to be directly or indirectly affected by negative environmental and/or social impacts of an EIBG 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 EIBG's financial relationship<sup>6</sup> in the EIBG Project (as a result of, for instance, repayment, prepayment or exit).
31. 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.
32. Where an Environmental and/or Social Complaint relates to an EIBG financing through a Financial Intermediary, the EIB-CM will assess and take into account the materiality of the financial link between the EIBG entity and the relevant project.
33. 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 EIBG Services and close it, or close it without transfer if the Complainant expressly refuses the said transfer. The EIBG Services will inform the relevant EIBG 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 EIBG Services in response to the Complaint. The EIBG Services will also provide a response to the Complainant at the latest following the approval of the relevant project and inform the EIB-CM accordingly. Once the project is approved, and if the Complainant is not satisfied with the response received by EIBG Services, the Complainant can submit a Complaint to the EIB-CM, which will assess its admissibility and handle the Complaint under its regular processes in accordance with this Policy.

## Outside the mandate and inadmissible Complaints

34. The EIB-CM will deem the following Complaints inadmissible:
- (a) Complaints concerning the investment mandate of the EIBG, 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.

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<sup>6</sup> 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).

- (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 EIBG entity before other EU administrative<sup>7</sup> or judicial review mechanisms.

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

- (a) Complaints challenging the legality of EIBG policies decided by the EIBG Governing Bodies. These Complaints will be addressed by the Secretary General of the EIB or the EIF CE/DCE respectively.
- (b) Complaints submitted by EIBG Staff, which will be handled by the relevant services of the EIBG, 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 EIBG Anti-Fraud Policy. These will be handled by the Investigations Division within the Inspectorate General. 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 Inspectorate General in accordance with the applicable EIBG 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 Inspectorate General of the EIBG according to the procedures defined by such services.

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

37. The EIBG Inspectorate General will act as a coordinator of the EO cases involving or relating to the EIBG (including the EO cases related to the handling by the EIB-CM of Complaints).

### **Admissibility Determination**

38. The EIB-CM will inform the Complainant of its admissibility determination. The EIB-CM may request clarifications or additional information from the Complainants or from EIBG Services to make an admissibility determination. If the EIB-CM determines at any stage that the Complaint is inadmissible, it will close the case and notify the Complainant.

### **Screening**

39. 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-

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<sup>7</sup> This does not preclude the EIB-CM from handling complaints related to EIBG 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.

CM will also engage with the EIBG Services to assess whether the criteria for Early Resolution (as set out in paragraph 41 below) may be met.

40. The EIB-CM will publish the Screening decision on its website.

## Early Resolution

41. 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 EIBG Services for an Early Resolution process. Such transfer may occur provided that the Complainant and the EIBG 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 42 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.

42. 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 EIBG 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 EIBG Services. During this period, the EIBG Services, in collaboration with the Client/Promoter, will aim to effectively address the issues raised in the Complaint. At the end of the Early Resolution, the EIBG 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 an Initial Compliance Assessment (or, exceptionally, an Initial Dispute Resolution Assessment). The EIB-CM will publish the relevant information on its website.

43. 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 EIBG 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 proceed with an Initial Compliance Assessment or, exceptionally, an Initial Dispute Resolution Assessment.

## Dispute Resolution

### Purpose

44. The EIB-CM's Dispute Resolution function aims to help resolve issues raised about negative environmental and/or social impacts of EIBG 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.

45. 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**

46. 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.

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

48. Within 60 Business Days after the Screening decision (or the date of transfer after Early Resolution), the EIB-CM will 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 EIBG 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**

49. 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.

50. 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.

51. 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

52. 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

53. 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 EIBG policies (including Project related policies and procedures).

54. 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 will 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.

55. 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 EIBG action.

56. Upon 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 EIBG Services and the Parties. After considering the received comments, the EIB-CM will share the final Dispute Resolution Closure Report with the Complainant, EIBG Services, Client/Promoter and other Parties (if relevant) and publish it on the EIB-CM's website.

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

## Monitoring Implementation of Dispute Resolution Agreements

58. 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.

59. 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 finalization of its monitoring reports.

### **EIBG Services Engagement in the Dispute Resolution Process**

60. Where appropriate and with the agreement of the Parties, the EIBG Services may be invited to participate in the Dispute Resolution process or act as observers.

## **Compliance**

### **Purpose**

61. 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, facilitates remedy by making recommendations to the EIBG to address non-compliance and actual or potential negative environmental and/or social impacts through a SRAP prepared by the EIBG Services.

62. 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 EIBG Project, (3) the EIBG Services will prepare a SRAP aimed at facilitating remedy and (4) the EIB-CM will carry out compliance monitoring.

### **Initial Compliance Assessment**

63. 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 EIBG 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 23 (b) and (c) above);
- (c) The EIBG 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

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

65. The Initial Compliance Assessment typically includes an analysis of the Environmental and/or Social Complaint, EIBG 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, EIBG Services, Client/Promoter, and/or other parties, and site visits.

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

### **Compliance Review**

67. 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 EIBG Project's compliance with Project related policies and procedures;
- (c) in case of EIBG Project's non-compliance and negative impacts, assess compliance of the EIBG 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 be addressed through a SRAP prepared by the EIBG Services.

68. 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 EIBG Project sites and requesting specific information from the EIBG Services.

### **Outcome of the Compliance Review**

69. 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 EIBG Project.
- (c) In case of non-compliance and related negative environmental and/or social impacts, the EIB-CM's recommendations for the EIBG Services to develop a SRAP as per the terms of this Policy.

70. 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 EIBG Services, Complainant, and Client/Promoter. After considering the comments received, the EIB-CM will share the final Compliance Conclusions Report with the Complainant, EIBG Services, Client/Promoter and other relevant stakeholders and publish it on its website, unless it recommends the development of a SRAP in which case the terms of paragraphs 71 to 76 below apply.

### **Services Response and Action Plan**

71. Within 60 Business Days of receiving the Compliance Conclusions Report, the EIBG Services will submit to the EIB-CM a SRAP agreed with the Client/Promoter to effectively remedy the non-compliance and related actual or potential negative environmental and/or social impacts 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 EIBG relevant procedures); and (ii) implementation plan, deliverables and timetable to be followed. The EIBG Services may include an explanation of reasons regarding the EIB-CM's conclusions and/or recommendations that the EIBG Services are unable to address.

72. Promptly after having received the SRAP from the EIBG Services, the EIB-CM will share it, together with its Compliance Conclusions Report, with the Complainant. Within 20 Business Days after having received the SRAP, the EIB-CM will assess the adequacy of the SRAP in consultation with the Complainant and will provide its views to the EIBG Services, who will have the possibility to review the SRAP and incorporate changes if considered appropriate. The EIBG Services will have 20 Business Days to provide 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 Management Committee and/or the EIF CE/DCE for information as part of its periodic reporting.

73. If the EIB-CM finds that the final SRAP insufficiently responds to its conclusions and/or recommendations, the Compliance Conclusions Report, the proposed SRAP, and the EIB-CM's and EIBG Services' respective views on the SRAP (including, where relevant, those of the Complainant) will be submitted to the Management Committee and/or EIF CE/DCE for a response on the content of the SRAP.

74. Alternatively, if the EIBG Services consider that no SRAP is required, both the EIB-CM's Compliance Conclusions Report and the EIBG Services' views will be promptly submitted to the Management Committee and/or EIF CE/DCE for a response on the need for a SRAP.

75. Once finalised, the EIB-CM will share the Compliance Conclusions Report, the SRAP (and, if applicable, the EIB-CM's views and the response of the Management Committee and/or of the EIF CE/DCE on the SRAP), with the Complainant, EIBG Services, Client/Promoter and other relevant stakeholders and publish them on its website.

76. The EIB-CM will inform the EIB and/or the EIF Boards of Directors, in line with paragraph 112 of this Policy, and as part of its periodic reporting, on its conclusions and recommendations, on the cases where SRAPs were not developed and on its views on the adequacy of SRAPs to facilitate remedy.

## **Compliance Monitoring**

77. The EIB-CM will monitor the proper implementation of the SRAP on a semi-annual basis as per the timelines indicated in the SRAP. The EIBG Services will inform the EIB-CM every six (6) months about the progress of such implementation. The EIB-CM will review this information and publish the outcome of its monitoring on its website.

78. The EIB-CM will close the compliance monitoring process when it considers that the SRAP has been fully implemented. A SRAP can be considered as fully implemented when the actions and deliverables have been effectively carried out within the implementation timetables established in the SRAP. In justified cases, the EIB-CM may continue the monitoring for a limited period beyond the timelines established in the SRAP if it considers that there is a reasonable expectation of further progress.

79. The EIB-CM will document the results of its compliance monitoring (and closure of the monitoring process) of the SRAPs on its website on an annual basis. The EIB-CM will inform the Management Committee, the EIF CE/DCE and the EIB and EIF Boards of Directors of the progress made in the implementation of the actions/steps included in the SRAPs as part of its periodic reporting to the respective EIBG Governing Bodies.

## B. Access to Information Complaints

80. 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 24; 25; 28; 29; 31; 34; 35; 36; 37; and 38.

### Submission of an Access to Information Complaint and Admissibility

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

82. For the purpose of assessing admissibility criteria referred to in paragraph 84, 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 EIBG Project or Project considered for financing, if applicable.

83. 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 EIBG 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, procedures or standards.
- (c) Any other relevant facts, supporting documents, or other relevant materials.

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

- (a) concerns actions or omissions of an EIBG 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

85. 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 EIBG Services to assess whether the criteria for Early Resolution (as set out in paragraph 87 below) may be met.

86. The EIB-CM will publish the Screening decision on its website.

## Early Resolution

87. In specific cases and as a result of the Screening, the EIB-CM may decide to transfer the Access to Information Complaint to the EIBG Services for an Early Resolution process. Such transfer may occur provided that the Complainant and the EIBG 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 88 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.

88. The EIB-CM will determine a reasonable and limited timeframe to address the issues raised in the Access to Information Complaint transferred to the EIBG 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 EIBG Services. During this period, the EIBG Services will aim to effectively address the issues raised in the Complaint. At the end of the Early Resolution, the EIBG 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 an Initial Compliance Assessment. The EIB-CM will publish the relevant information on its website.

89. 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 EIBG 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

90. 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 EIBG to address non-compliance.

91. 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

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

- (a) assess compliance of the relevant EIBG entity with Access to Information related policies and procedures; and
- (b) upon the EIB-CM's conclusions of non-compliance, make recommendations to the EIBG Services to address such non-compliance and resolve the issues raised in the Access to Information Complaint, and, if applicable, define steps for the EIBG to effectively prevent non-compliance in the future.

93. 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 EIBG Services at any time of the Compliance Review.

### **Outcome of Compliance Review**

94. 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 EIBG Services to remedy any such non-compliance and/or where applicable steps needed for the EIBG to effectively prevent its reoccurrence in the future.

95. 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 EIBG Services and Complainant. After considering the comments received, the EIB-CM will share the final Compliance Conclusions Report with the Complainant and EIBG Services and publish it on its website, unless the terms of paragraphs 96 and 97 below apply.

96. If applicable, within 20 Business Days of receiving the Compliance Conclusions Report, the EIBG Services may prepare an explanation of reasons regarding the EIB-CM's recommendations that the EIBG Services are unable to address. In such case, after having received the reasons from the EIBG 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. The EIB-CM will submit its Compliance Conclusions Report, together with the EIBG Services' reasons and its own views, to the Management Committee and/or EIF CE/DCE for a response on the implementation of the recommendations.

97. Once finalised, the EIB-CM will share the Compliance Conclusions Report and, if applicable, the EIBG Services' reasons and the response of the Management Committee and/or of the EIF CE/DCE with the Complainant and publish them on its website.

98. The EIB-CM will inform the EIB and/or the EIF Boards of Directors, in line with paragraph 112 of this Policy, and as part of its periodic reporting, on its handling of Access to Information Complaints and on the implementation of its recommendations.

### **Compliance Monitoring**

99. The EIB-CM will monitor the proper implementation by the EIBG Services of its recommendations on a semi-annual basis. The EIBG Services will inform the EIB-CM every six (6) months about the progress of such implementation. The EIB-CM will review this information and publish the outcome of its monitoring on its website.

100. The EIB-CM will close the compliance monitoring process when it considers that the relevant recommendations have been fully implemented. The recommendations can be considered as fully implemented when the actions and deliverables have been effectively carried out within the implementation timetables established in the Compliance Conclusions Report. In justified cases, the EIB-CM may continue the monitoring for a limited period beyond the timelines established in the Compliance Conclusions Report if it considers that there is a reasonable expectation of further progress.

101. The EIB-CM will document the results of its compliance monitoring (and closure of the monitoring process) of the implementation of its recommendations on its website on an annual basis. The EIB-CM will inform the Management Committee, the EIF CE/DCE and the EIB and EIF Boards of Directors of the progress made in the implementation of referred recommendations, as part of the regular reporting to the respective EIBG Governing Bodies.

## SECTION III – ADVISORY, OUTREACH, COLLABORATION AND REPORTING

### Advisory

102. The EIB-CM will issue advisory products addressing specific issues and key lessons learnt based on its casework and international best practice. The Management Committee, the EIF CE/DCE, and the EIB and EIF Boards of Directors may also request advisory products from the EIB-CM consistent with its mandate and principles.

103. 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 EIBG Services and other stakeholders, as appropriate.

104. 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.

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

### Outreach

106. 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, 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. Outreach efforts will include cooperation with other institutions' IAMs, as relevant.

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

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

### **Cooperation with Other Independent Accountability Mechanisms (IAMs)**

109. Whenever a Complaint concerns an EIBG Project which is co-financed with other international financing institutions that have an IAM, the EIB-CM shall consider informing the other co-financing institution's IAM of the admissibility of the Complaint and, if relevant, shall endeavour to collaborate with that IAM, without prejudice to paragraph 25 above.

110. 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. The EIB-CM may, in line with the EIBG 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 EIBG 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.

111. 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**

112. The EIB-CM will report semi-annually to the EIBG Governing Bodies on the status and outcome 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 EIBG Governing Bodies, the EIB-CM will share its reports, SRAPs, its views and monitoring of the SRAPs, as well as the EIBG Services' views and actions related to Access to Information Complaints and the EIB-CM's monitoring of those.

113. The EIBG 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.

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

## SECTION IV – FINAL PROVISIONS

### Access to Information and Data Protection

115. The EIB-CM is subject to the provisions of the EIBG Transparency Policy and the EIF Transparency Policy. Access to information concerning any document relating to a Complaint and the Complaint handling process is subject to the provisions of the EIBG Transparency Policy or the EIF Transparency Policy.

116. 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 EIBG's competent services and may require longer timeframes than requests submitted directly to the EIBG's competent services through the procedures established by the EIBG Transparency Policy or the EIF Transparency Policy.

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

### Escalation to the European Ombudsman

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

119. 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

120. This Policy applies to any Complaint submitted to EIB-CM on or after the date on which this Policy becomes effective. The Policy becomes effective on the date of approval of the EIB-CM Procedures by the Management Committee and EIF CE/DCE. The 2018 EIB-CM Policy and Procedures continue to apply to the cases registered before this Policy becomes effective.

121. The EIBG Inspector General has the authority to interpret the Policy.

122. The English language version of the Policy prevails.

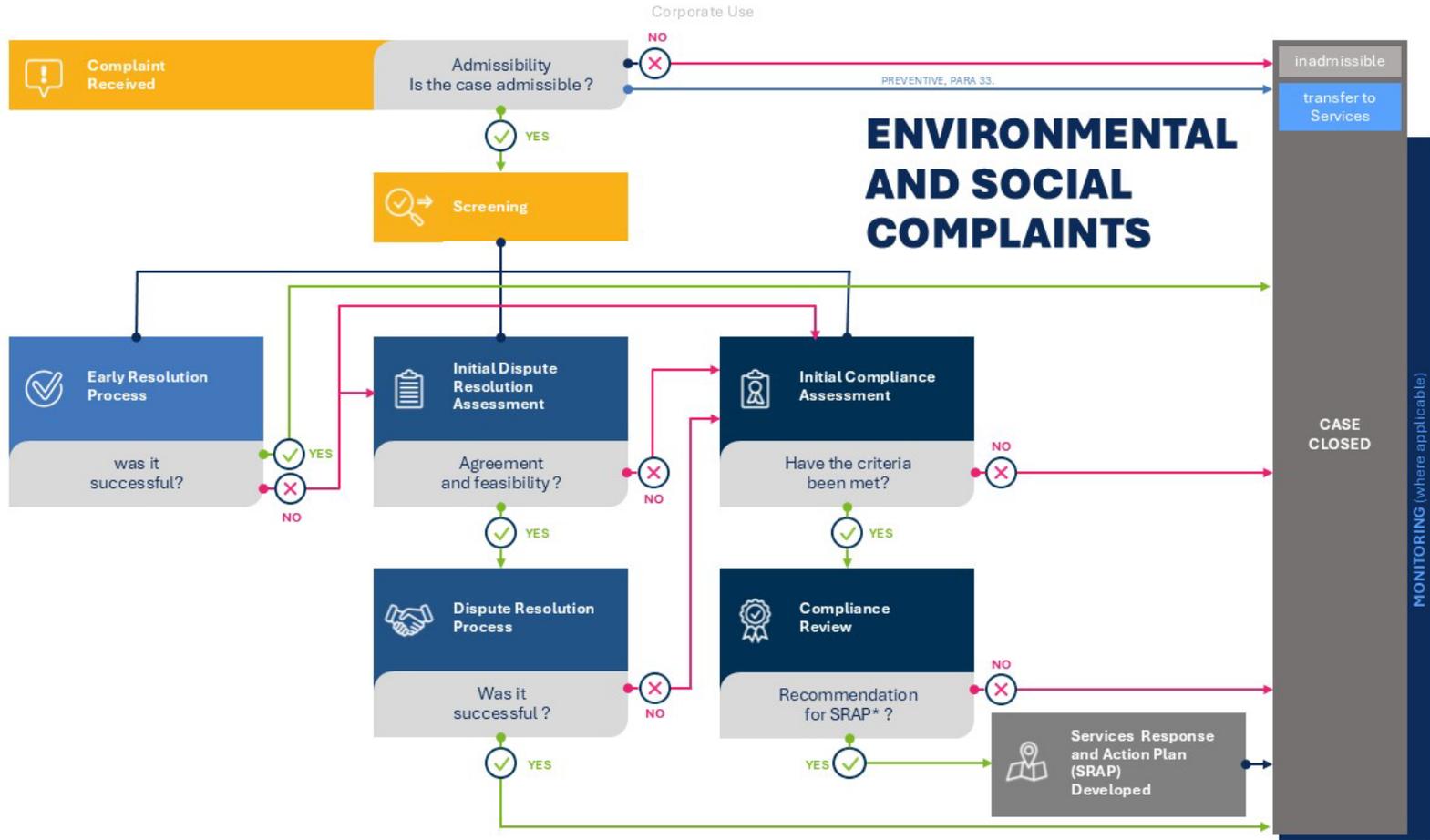
### Review of Policy

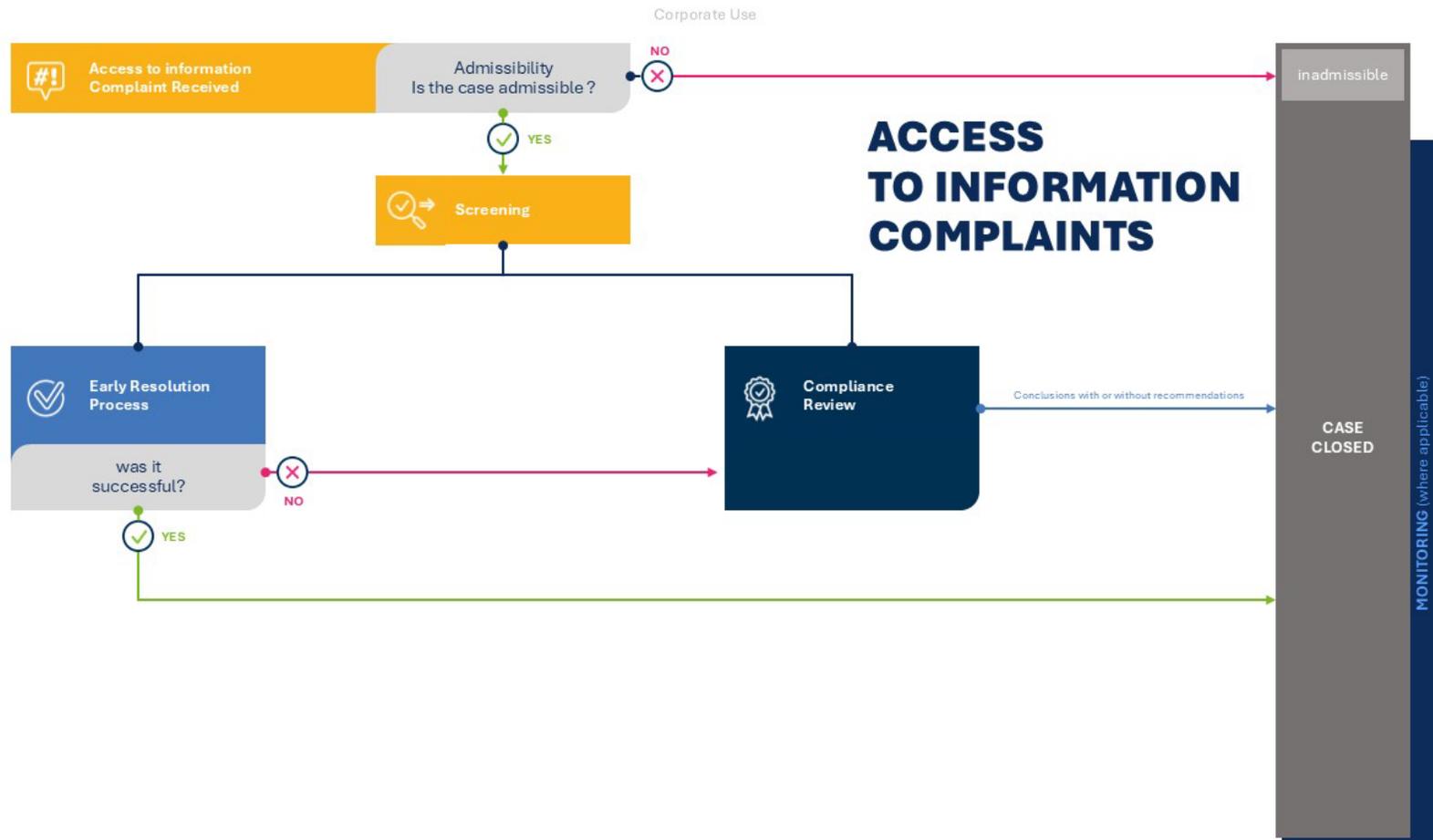
123. The EIB-CM may initiate a review of this Policy five (5) years after it becomes effective. This notwithstanding, the EIB-CM may suggest amendments to this Policy at any moment.

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

125. The EIBG Complaints Mechanism Policy is approved by the EIB and the EIF Board of Directors upon proposal by the Management Committee and EIF CE/DCE.

# ANNEX







# COMPLAINTS MECHANISM POLICY

2026



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