

# Accountability Mechanism

## Operating Procedures

**December 5, 2022**

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\* The DRS Interim Operating Procedures (October 13, 2021) continue to apply in full in cases where the Parties commenced mediation prior to the issuance of the AM Operating Procedures.

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## A. Introduction and Background

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### 1. Purpose

- 1.1. The purpose of these operating procedures is to explain and govern the process by which the Accountability Mechanism (AM) operates.
- 1.2. These operating procedures contain the AM framework and process, as well as the full operating procedures of the Dispute Resolution service (DRS). They supersede the DRS interim operating procedures issued by the Accountability Mechanism Secretary (AM Secretary) in October 2021.
- 1.3. The Inspection Panel (Panel) issues specific operating procedures concerning its functions (Panel Operating Procedures), which are referenced in these operating procedures as relevant.

### 2. The Accountability Mechanism

- 2.1. The Accountability Mechanism was established by IBRD Board Resolution No. 2020-0005 and identical IDA Board Resolution No. 2020-0004 (the “AM Resolution”). The Accountability Mechanism comprises two constituent parts, the Panel, originally established in 1993, and the DRS, established by the AM Resolution in September 2020 and operationalized in October 2021. The Panel process is governed by IBRD Board Resolution 2020-0004 and identical IDA Board Resolution 2020-0003 (the “Panel Resolution”).
- 2.2. The Accountability Mechanism is headed by the AM Secretary, who is independent from Bank Management and reports directly to the Board. The AM Secretary supports the work of both constituent parts of the Accountability Mechanism, the Panel and the DRS. The appointment of the AM Secretary is regulated by the AM Resolution and the decision of the Board.
- 2.3. The Panel and the DRS coordinate their activities but have distinct roles within the Accountability Mechanism. The Panel-led compliance and DRS-led dispute resolution phases are separate, sequential and contiguous. The overall Accountability Mechanism process is outlined in section 5.

### 3. The Inspection Panel

- 3.1. The functions of the Panel include:
  - a) Receiving and registering Requests for Inspection from people and communities who believe that they have been, or are likely to be, adversely affected by a World Bank-funded project as a result of the Bank’s failure to comply with its own policies and procedures (section 3.1 of the Panel Operating Procedures).
  - b) Confirming the technical eligibility of Requests for Inspection and recommending to the Board whether an investigation is warranted (section 3.2 of the Panel Operating Procedures).
  - c) Following Board approval and if dispute resolution is not agreed to or concludes without agreement, investigating Requests for Inspection and submitting an investigation report to the Board (section 3.4 of the Panel Operating Procedures).
  - d) Related follow-up actions including the sharing of the investigation report with the Requesters and, in some cases, verification of the implementation of the Management Action Plan in response to the Panel’s findings subject to Board approval (sections 3.5 and 3.6 of the Panel Operating Procedures).

These and other Panel functions are defined and regulated by the Panel Resolution and further described in the Panel Operating Procedures.

- 3.2. The Panel comprises three independent members. The Panel Members are independent from Bank Management and report directly to the Board on compliance matters. In exercising their duties under the Panel Resolution, the Panel Members and Chairperson will coordinate with but not be subject to the supervision of the AM Secretary.

#### **4. The Dispute Resolution Service**

- 4.1. The purpose of the DRS is to facilitate a voluntary and independent dispute resolution option between the Requesters and the Borrower (the Parties) in the context of Requests for Inspection to the Panel.
- 4.2. Parties may access the dispute resolution option when a Request for Inspection presented to the Panel is found eligible and is approved by the Board for investigation. The Panel's investigation is held in abeyance during the dispute resolution phase and may thereafter be closed or revert to investigation as provided in Paragraph 62 of the Panel's Operating Procedures.
- 4.3. The DRS offers the Parties an opportunity to reach a voluntary agreement by:
  - a) facilitating dialogue between the Parties in a structured and neutral manner.
  - b) utilizing a collaborative, flexible and situation-specific approach to assist the Parties in finding mutually satisfactory solutions to issues raised.
  - c) facilitating the conclusion of an agreement on the issues so resolved.
- 4.4. The DRS is independent from Bank Management and operates under the supervision of the AM Secretary. The DRS process is described later in these procedures (see heading D).

#### **5. The Accountability Mechanism Process**

- 5.1. The Accountability Mechanism process, which is composed of the Panel and DRS processes, is sequential, with each phase contingent upon its predecessor:
  - a) Registration: Receipt of a Request for Inspection by the Panel and subsequent Panel determination on whether to register the Request or not (see heading C).
  - b) Eligibility: Confirmation by the Panel of the technical eligibility of the Request and Panel recommendation on whether an investigation is warranted and subsequent Board decision whether to authorize an investigation (see heading C).
  - c) Dispute resolution: Offer of dispute resolution to the Requesters and the Borrower by the AM Secretary and, if accepted by both parties, a dispute resolution process facilitated by the DRS. Dispute resolution is offered to the Parties only if the Board approves a Panel recommendation to investigate (see heading D).
  - d) Investigation: Investigation conducted by the Panel, and subsequent submission of the Investigation Report to the Board. The investigation only proceeds if the AM Secretary informs the Panel that the Parties have not agreed to pursue the dispute resolution process, or under the circumstances identified in section 20, or if the dispute resolution process has terminated without the Parties having reached agreement (see heading E).
  - e) Post-investigation: Follow-up actions by the Panel including the sharing of the report with the Requesters and, in some cases, verification of the implementation of Management Action Plans subject to Board approval (see heading F).

## B. Governing Framework

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### 6. The Governing Framework

- 6.1. The AM Resolution and the Panel Resolution (the Resolutions) govern the Accountability Mechanism and both its constituent parts. In the event of any inconsistency between these Operating Procedures or the Panel Operating Procedures and the Resolutions, the Resolutions prevail.
- 6.2. When applying the Panel Resolution to specific cases, the Panel applies it as it understands it, subject to the Board's review.
- 6.3. The AM Secretary shall seek the advice of the Bank's Legal Vice Presidency on matters related to the Bank's rights and obligations with respect to any request whether it is addressed through dispute resolution or through compliance review carried out by the Panel.
- 6.4. The Board retains interpretative authority over both Resolutions.

### 7. AM administrative oversight and record keeping

- 7.1. The AM Secretary establishes and manages the Accountability Mechanism's work program, budget, and staffing in accordance with the Resolutions.
- 7.2. The AM Secretary oversees all administrative matters and record-keeping for the Accountability Mechanism.
- 7.3. All official reports produced by the Accountability Mechanism are registered with and kept by the AM Secretary. This includes final documents such as Dispute Resolution Agreements. The AM Secretary works with the Chairperson of the Panel to oversee the maintenance and updating of the Accountability Mechanism website. The Panel is responsible for inputs on the website related to its work.
- 7.4. To ensure the administrative independence of the Accountability Mechanism, the AM Secretary reports directly to the Board.
- 7.5. The AM Secretary and the Chairperson of the Panel develop and agree on an internal protocol for administration, budget, recruitment, case management and record keeping, and communications.

### 8. Confidentiality

- 8.1. The Accountability Mechanism is bound by the World Bank Access to Information Policy, and the World Bank Group Data Privacy Policy.
- 8.2. Under the World Bank Group Data Privacy Policy, information received in confidence from third parties (such as the Parties) is kept confidential and is not subject to public disclosure without the express permission of those third parties. This is binding upon the AM Secretary, the Panel Members, and all Accountability Mechanism staff. The AM Data Privacy document is available on the Website of the AM.
- 8.3. Requesters may elect for their names, contact details and any identifying information to be kept confidential. If Requesters ask for confidentiality, this information will not be disclosed to anyone outside of the Accountability Mechanism without permission.

#### *Special confidentiality provisions for the dispute resolution process*

- 8.4. In accordance with para. 20.3, the Parties have the option to keep any dispute resolution agreement reached confidential, or to disclose it.

- 8.5. In the event the Panel initiates an investigation following the conclusion of the dispute resolution process (see para. 19.1), the AM Secretary ensures that information under the control of the DRS related to the dispute resolution process and its proceedings and information provided by the Parties is not used in the Panel's compliance investigation.

## C. Registration and Eligibility

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### 9. The Panel process for handling Requests

#### *Registration*

- 9.1. Persons seeking access to the World Bank Accountability Mechanism, whether dispute resolution or inspection, must in all cases first submit a Request for Inspection (Request) to the Panel as set forth in the [Panel Resolution](#). Information on the preparation and submission of a Request by Requesters or their representatives is described in section 2 of the [Panel Operating Procedures](#). The Panel reviews the Request and verifies admissibility.
- 9.2. Requests may be submitted to the Panel in hard copy by mail or electronically to [accountability@worldbank.org](mailto:accountability@worldbank.org) or [ipanel@worldbank.org](mailto:ipanel@worldbank.org). Requests by mail should be sent to the Panel, Mail Stop MC 10-1007, 1818 H Street, N.W., Washington, D.C. 20433, U.S.A. or to the Bank's country office in the country where the project is located. In the latter case, the country office shall, after issuing a receipt to the Requester, forward the Request to the Panel unopened through the next pouch.
- 9.3. People who have questions about the Panel process may contact the Panel. Those who have questions about the dispute resolution process may contact the DRS. Both the Panel and the DRS will provide information about the relevant requirements, in some cases simultaneously. Such inquiries may be made by mail or electronically at the addresses indicated above, or by direct contact at tel. +1-202-458-5200. Additional information is available on the [World Bank Accountability Mechanism website](#).
- 9.4. Should either Party wish to be informed about dispute resolution as a potential option, this information is provided by a DRS staff member. Information provided by the DRS to the Parties prior to investigation approval is limited to the provision of information about dispute resolution services only. The Parties may indicate such interest at any time. Whenever the Parties indicate such interest to either the DRS or the Panel prior to investigation approval, the other shall be made aware.

#### *Eligibility*

- 9.5. The Panel assesses the technical eligibility of the Request for Inspection and its investigation recommendation is submitted to the Board for approval and afterward is recorded with the AM Secretary. Information on the Panel process for handling requests is described in section 3 of the [Panel Operating Procedures](#).

#### *Board approval of an investigation triggers the dispute resolution option*

- 9.6. If the Board approves the Panel's recommendation for investigation, a dispute resolution process facilitated by the DRS becomes an option (see para. [11.1](#)).
- 9.7. Upon Board approval of an investigation, the Panel transfers a copy of the case file to the DRS and provides it with a briefing on the case.

## 10. Collaboration with other accountability mechanisms

- 10.1. It is possible that at any stage in the Accountability Mechanism process, there may be an overlap with the mandates of other independent accountability mechanisms.
- 10.2. When both the Panel and the Office of the Compliance Advisor/Ombudsman (CAO) receive a Request/complaint regarding a project jointly financed by IBRD or IDA (regarding the Panel), and IFC/MIGA (regarding the CAO), the Panel Chair informs the AM Secretary and coordinates with CAO to achieve efficiencies and avoid potential duplications, consistent with the mandate and responsibilities of each mechanism.
- 10.3. If the Panel receives a Request that is also submitted to the independent accountability mechanism(s) of other international financial institutions relating to a co-financed project, the Panel Chair informs the AM Secretary and coordinates to the extent possible with the accountability mechanism(s) of the co-financier(s) to process the Request/complaints in the most efficient and effective way possible.
- 10.4. If collaboration is required during the dispute resolution phase, the AM Secretary, as head of the DRS, will coordinate to the extent possible with the accountability mechanism(s) of the co-financier(s) to conduct the dispute resolution process in the most efficient and effective way possible. The AM Secretary will inform the Panel Chair about the coordination if the case returns to the Panel for investigation.
- 10.5. At all times, the cooperation must remain within the requirements and constraints of the Resolutions, rules and procedures including requirements of confidentiality and disclosure of information. Building on past practice and sharing of experience across the Independent Accountability Mechanisms Network, the elements of such cooperation will be set forth in a Memorandum of Understanding agreed between the Panel Chair (during the compliance phase of a specific case) and the AM Secretary (during the dispute resolution phase of a specific case) and the other mechanism(s).

## D. Dispute Resolution

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### 11. Dispute Resolution Decision Phase

- 11.1. Upon investigation approval by the Board, the AM Secretary offers the Parties an opportunity for dispute resolution. The Panel will not initiate an investigation unless it is informed by the AM Secretary that the Parties have decided not to pursue dispute resolution.

#### *Informed decision-making*

- 11.2. The DRS facilitates informed decision-making. To better allow the Parties to make an informed decision on whether to pursue dispute resolution, the DRS meets with each Party to discuss:
  - a) the voluntary nature of the dispute resolution process.
  - b) the scope of the issues that may be considered in the dispute resolution process, as per paragraph 13.1.
  - c) the potential benefits and drawbacks to engaging in a dispute resolution process.
  - d) that there will be a compliance investigation if dispute resolution is rejected, one or both parties withdraw from the dispute resolution process, or dispute resolution does not conclude in time or if agreement is not reached.
  - e) that willingness to participate and a good faith commitment from both Parties is required to reach a successful dispute resolution outcome.

- f) any concerns the Parties raise in relation to the dispute resolution process.
- 11.3. If either of the Parties indicate, or the DRS assesses, a need for capacity-building to allow them to better make an informed decision on whether to participate in a dispute resolution process, this may be offered by DRS within the resources and time frame available.
- 11.4. The DRS assigns a staff member to manage the case throughout the decision phase and, if dispute resolution is selected, until its conclusion.
- 11.5. Each Party indicates whether it is willing to proceed with a dispute resolution process.
- 11.6. Within 30 business days after investigation approval, the AM Secretary informs the Board, the Panel and Bank Management whether the Parties agree to pursue dispute resolution. If the Parties do not agree to dispute resolution, the Panel commences its investigation, in accordance with the Panel Resolution (see heading E). If, however, following the process outlined below, the AM Secretary indicates that the Parties agree to pursue dispute resolution, the Panel will hold its compliance process in abeyance until the dispute resolution process is concluded. The Panel will have no role in dispute resolution and will not opine on policy compliance in dispute resolution or the outcome of the dispute resolution process.

## 12. Preparation of Dispute Resolution Framework

- 12.1. Following initiation of the dispute resolution process by notice of the AM Secretary, the DRS analyzes the relevant needs and interests of the Parties including by conducting a review of project documentation, engaging with the Parties and drawing upon other relevant sources of information. This analysis is used to prepare a dispute resolution framework (the “Framework”) in consultation with the Parties and subject to their agreement.
- 12.2. If necessary, the DRS may conduct an assessment mission to prepare the Framework.
- 12.3. The Framework includes the objectives, scope, participants, methods, stages and timelines of the dispute resolution process, and any specific requirements for the appointment of a facilitator/mediator.
- 12.4. A number of dispute resolution methods may be considered relevant in the circumstances of the specific case and agreed to by the Parties in the Framework, including but not limited to the following:
  - a) **Dialogue:** Where communication among Parties has been limited or disrupted, the DRS may encourage the Parties to engage directly to address and resolve the issues raised in the Request for Inspection.
  - b) **Information sharing:** In many cases, the Request for Inspection will raise questions regarding the impacts of a project. The DRS may help the Parties obtain information or clarifications that may result in resolution.
  - c) **Joint fact-finding:** Joint fact-finding is an approach that encourages the Parties to agree on the issues to be examined; the methods, resources, and people that will be used to conduct the examination; and the way that the Parties will use the information generated from the joint fact-finding process.
  - d) **Mediation:** Mediation involves the intervention by a neutral third party in a dispute or negotiation to assist the Parties in voluntarily reaching their own mutually satisfying resolution.
  - e) **Conciliation:** Conciliation involves the intervention of a neutral third party in a dispute or negotiation and the third-party neutral may make recommendations to the Parties in the conciliation process.
- 12.5. The Framework states the last date upon which agreement can be reached and documented and the terms for requesting any extension of time. If the time frame is extended according to the procedure in para. 18.2, the Framework is modified accordingly.

### **13. Scope of dispute resolution process**

- 13.1. The scope of the dispute resolution process is limited to project-related issues raised in the Request for Inspection and identified as the issues to be investigated in the Panel's report to the Board declaring eligibility and recommending investigation.
- 13.2. If there is any disagreement or doubt as to the scope of the dispute resolution process as between the Parties, the DRS offers guidance. In accordance with the voluntary nature of dispute resolution, the Parties agree on the scope of dispute resolution before continuing with the process.

### **14. Principles**

- 14.1. The DRS is impartial as between Parties and as to the merits of the dispute and operates in a gender responsive and culturally appropriate manner. It provides reasonable accommodation to promote accessibility where needed, including for persons with disabilities.
- 14.2. The DRS and the appointed mediator/facilitator act as neutrals and cannot impose solutions upon any Party.
- 14.3. Dialogue requires ongoing willingness to engage in good faith.
- 14.4. Any Party may withdraw from a dispute resolution process at any time.

### **15. Independence of the Dispute Resolution Process**

- 15.1. The DRS is independent of Bank Management and organizationally separate from the Panel. Neither the Panel members nor Panel staff take part in the dispute resolution process.
- 15.2. Any Accountability Mechanism communication with the Parties during the dispute resolution decision phase (according to para. 11) or the dispute resolution phase (paras. 16-19) takes place through the DRS staff or the AM Secretary. Members and/or staff of the Panel do not communicate with the Parties, their representatives or the DRS staff in connection with the case while the dispute resolution process is ongoing.

### **16. Selection and Appointment of Mediator/Facilitator, Experts and Service Providers**

- 16.1. DRS will determine the knowledge and skills required in each case and propose a mediator/facilitator based on their expertise, ability to exercise sound judgment and operate with integrity, and ability to understand the cultural context. The mediator/facilitator must be able to serve as a neutral and impartial third party, as assessed by the Parties and the DRS. The DRS will make information available to the Parties on the proposed mediator/facilitator and the Parties may agree or object to the appointment or may propose an alternative.
- 16.2. The DRS engages the selected mediator/facilitator for the purposes of the dispute resolution phase based upon a Terms of Reference prepared and issued by the DRS.
- 16.3. If the appointed mediator/facilitator becomes unable for any reason to continue the process, or if the Parties lose confidence in their appointed mediator/facilitator, the DRS consults directly with the Parties to find an appropriate solution, which may include appointment of a replacement mediator/facilitator.
- 16.4. As determined by DRS according to the circumstances of the case, other service providers may be appointed by DRS and made available during the process. Support services normally include language services, where there is no common language that the Parties and the mediator/facilitator are comfortable using.

- 16.5. Experts who may be appointed by the DRS to perform a different role to the mediator/facilitator are selected based upon the same requirements as those for the mediator/facilitator as described in para. 16.1.
- 16.6. Confidentiality provisions are included in contracts for all mediators/facilitators, experts and service providers.

## **17. The Dispute Resolution Process**

- 17.1. The mediator/facilitator closely coordinates with the DRS on the execution of the Framework and may revise it as deemed necessary and by mutual agreement of the Parties.
- 17.2. The mediator/facilitator, or their replacement as specified in para. 16.3, leads the dispute resolution process until its conclusion. The assigned DRS staff member (under para. 11.4) manages the process, from the perspective of budgeting and required DRS actions as provided in these Operational Procedures.
- 17.3. As the dispute resolution progresses, the mediator/facilitator keeps the assigned DRS staff apprised of progress, including any issues resolved or other agreements reached.

## **18. Time Frame**

- 18.1. The DRS manages the time frame of the dispute resolution process, which must be completed within one year from the date on which the AM Secretary informs the Board, the Panel and Bank Management of the Parties' decision to pursue dispute resolution.
- 18.2. The AM Secretary may offer, or the Parties may jointly request, an extension to the time frame. The AM Secretary may authorize an extension of up to six additional months and, in such cases, specifies the last day on which a dispute resolution agreement may be finalized under the terms specified in para. 19.2 before the dispute resolution phase is closed. If so authorized, the Framework is modified accordingly.
- 18.3. Exceptional circumstances resulting in unavoidable postponement are considered under para. 25.

## **19. Conclusion of Dispute Resolution**

- 19.1. The dispute resolution process concludes when any of the following events occur: the Parties reach and sign an agreement in accordance with para. 19.2; either or both Parties withdraw(s) from the dispute resolution process in accordance with para. 19.3; the authorized time frame expires; or the Board terminates the dispute resolution process upon recommendation of the AM Secretary, in accordance with para. 19.6.

### *Dispute Resolution Agreement*

- 19.2. The mediator/facilitator facilitates the method of dispute resolution selected by the Parties. This normally includes aiming to reach agreement on the issues identified in the Report and Recommendation.
  - a) If the Parties reach agreement, such agreement is memorialized in a Dispute Resolution Agreement signed by the Parties, containing a time-bound implementation schedule for agreed actions.
  - b) The mediator/facilitator, with guidance and support from the DRS, assists the Parties in preparing a Dispute Resolution Agreement.
  - c) The Parties may only commit themselves and their agents. If the Dispute Resolution Agreement involves obligations to be performed by any other person or entity, the

written consent of such other persons or entities must be included as an annex to the Dispute Resolution Agreement.

- d) Before registering the agreement as an official record pursuant to para 7.3, the AM Secretary may take any steps as necessary to ensure the integrity of AM procedure, such as those outlined in paragraph 23.
- e) The AM Secretary keeps an official record of all Dispute Resolution Agreements. The classification of such records is consistent with paras. 8 and 20.3, including the confidentiality decisions of the Parties.

#### *Withdrawal*

- 19.3. Should any Party wish to withdraw from the dispute resolution process, they may do so by informing the mediator/facilitator or the assigned DRS staff member.
- 19.4. If some Requesters withdraw, but others remain, where the remaining Parties so agree, the dispute resolution process continues until its conclusion, with the Panel investigation held in abeyance, unless otherwise decided by the Board upon recommendation of the AM Secretary under para. 19.6.

#### *Expiry of Time Limits*

- 19.5. If the authorized time frame (under para. 18), either original or extended, expires without an agreement being reached as described in para. 19.2, the dispute resolution process concludes.

#### *Termination in exceptional circumstances*

- 19.6. In exceptional circumstances, such as the DRS becoming aware that the dispute resolution process is being used to further criminal conduct or instigate violence, or where reaching a dispute resolution agreement becomes impossible or manifestly unlikely, the AM Secretary may, after having consulted with the Parties, recommend termination of the process to the Board, on an absence of objection basis. Upon approval of the termination by the Board, the dispute resolution process concludes.

## **20. Reporting**

- 20.1. Upon conclusion of the dispute resolution process, the DRS prepares a report outlining the core process steps and outcomes and the rationale for concluding the dispute resolution process. If a Dispute Resolution Agreement is signed, the report shall also indicate whether the issues recommended for investigation by the Panel in the Report and Recommendation (Eligible Issues), have been addressed in such agreement. Eligible issues unaddressed in a signed DR agreement, and as identified in the report issued by the AM Secretary, shall, following consultation with the Requesters, revert to the Panel for investigation. The DRS report shall also reflect whether the Parties have requested the DRS to monitor implementation (see para. 24.1).
- 20.2. This report is issued by the AM Secretary to the Board, the Panel and the Bank Management. The Parties are provided with a copy of the report, and it is published on the Accountability Mechanism website. Confidential information is not disclosed.
- 20.3. If the Parties agree to make public the Dispute Resolution Agreement, it is published on the Accountability Mechanism website. If the Parties do not agree to make public the Dispute Resolution Agreement, the Accountability Mechanism treats the Agreement as confidential.

- 20.4. If the Accountability Mechanism Secretary informs the Board that the Parties have reached agreement and signed a Dispute Resolution Agreement that addresses all Eligible Issues, the case shall be considered closed. The Panel shall issue a memorandum closing the case and take no further action with respect to the Request.
- 20.5. If the dispute resolution process concludes without reaching agreement, the Panel commences its investigation, in accordance with the terms of the Panel Resolution.

## **21. Representation**

- 21.1. The Accountability Mechanism seeks to work directly with the Requesters, being project-affected people, and recognizing that local communities and vulnerable groups may benefit or be harmed by a project. The Accountability Mechanism recognizes that these groups of people may live with the impacts and benefits of the project and have an ongoing relationship with the project.
- 21.2. The Parties make their own decisions and are encouraged to participate directly. Parties may appoint a third-party person or organization of their choice to serve as their authorized representative. Such appointment, or change in appointment status, is made in consultation with the DRS and must be voluntary.
- 21.3. The Parties and their representatives have a right to participate in the process. Representatives cannot exclude direct communication between the Parties, or between the Parties and the DRS, at any stage during the dispute resolution process. The Parties may engage additional advisers. Subject to para 19.3 and taking into account the method of dispute resolution selected, the mediator/facilitator may recommend to the Parties that parts of the process be conducted directly between the Parties only.
- 21.4. The costs of any representation and advice obtained by the Parties during the dispute resolution process are borne by the Parties.

## **22. Bank Management**

- 22.1. If the Parties agree, Bank Management may be present as an observer in the dispute resolution process. The AM Secretary notifies Bank Management when such participation is requested.

## **23. Limitations on Dispute Resolution Agreements**

- 23.1. If the DRS has reason to believe that the Parties intend to include anything in a Dispute Resolution Agreement that is inconsistent with relevant domestic or international law, the AM Secretary will request the Parties to make appropriate modifications.
- 23.2. If the AM Secretary has reason to believe that a Dispute Resolution Agreement may bring into issue the Bank's rights and obligations, advice on that point shall be requested from the Bank's Legal Vice Presidency, pursuant to Article 17 of the AM Resolution.

## **24. Implementation of Dispute Resolution Agreements**

- 24.1. To promote confidence in the dispute resolution process, if the Parties so agree in the Dispute Resolution Agreement, the DRS will monitor its implementation.

## **25. Force Majeure**

- 25.1. The time limits provided for in the Resolutions, including both for the decision-making period and the dispute resolution period, must be strictly observed except for reasons of *force*

*majeure*, i.e., reasons that are clearly beyond the control of the DRS and the Parties, or could not have been reasonably foreseen or provided against, such as public-health-related reasons, as may be approved by the Board on an absence of objection basis.

## E. Investigation

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### 26. Investigation phase

- 26.1. If an investigation is approved and after the AM Secretary informs the Board and the Panel that: (i) the Parties do not agree to engage in a dispute resolution process during the Dispute Resolution Decision Phase (see para. 11.) or (ii) a dispute resolution process has taken place but an agreement was not reached by the Parties within the stipulated period, the Panel will commence an investigation.
- 26.2. The Investigation phase is described in section 3.4 of the Panel Operating Procedures.
- 26.3. DRS staff and the AM Secretary do not opine on the compliance review process or outcome.

## F. Post-investigation

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### 27. Post-investigation phase

- 27.1. The Panel, during the various stages of its post-investigation phase (sections 3.5 and 3.6 of the Panel Operating Procedures), has no role in dispute resolution and will not opine on the outcome of the dispute resolution process or its implementation.

## G. Final provisions

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### 28. Retaliation

- 28.1. The Accountability Mechanism does not tolerate threats/acts of retaliation against Requesters, or any other person or entity connected with a Request. The Accountability Mechanism endorses the Panel Guidelines and other World Bank commitments as relevant, to reduce retaliation risks and respond to retaliation.

### 29. Raising awareness of the Accountability Mechanism

- 29.1. A prerequisite for the effective functioning of the Accountability Mechanism is that available options are known to people whose rights and interests may be affected by Bank projects. The Panel coordinates with the Accountability Mechanism Secretary on any outreach it proposes to conduct. When Panel participation is required in Accountability Mechanism outreach, the Accountability Mechanism Secretary coordinates with the Panel Chair on who will represent the Panel.
- 29.2. The Accountability Mechanism works with Management to help make both the Panel and DRS better known in borrowing countries. This includes the presentation of the Accountability Mechanism on the Bank's website. It may also include making information available in relevant project documents.

- 29.3. Management will make significant efforts to make the Panel and the DRS options known in borrowing countries but will not provide technical assistance or funding to potential Requesters.
- 29.4. Public information materials are produced in several languages. The AM ensures that user-friendly information is easily retrievable through the internet and social media or other means of informational dissemination, as appropriate. The AM organizes in-country and virtual outreach events, often in collaboration with other independent accountability mechanisms and civil society organizations. The AM also organizes meetings and participates in relevant conferences and civil society events. All of the above activities that involve the Panel are coordinated with the Panel Chair. If the Panel initiates any such activities, the Panel Chair coordinates with the Accountability Mechanism Secretary.

### 30. Facilitation of learning

- 30.1. Additionally, within the scope of its authority under the Resolutions, the AM presents systemic issues and reflections discerned from work of the Panel and DRS to the Board, Management, and the public via an Annual Report and other publications as well as through meetings with the Board and Management as and when requested. The AM, Panel and DRS may present observations to the Board's Committee on Development Effectiveness in its periodic meetings.
- 30.2. The AM, Panel and DRS may host meetings and events to discuss the outcomes of investigations, dispute resolution processes and other associated topics with Management and relevant stakeholders so as to facilitate institutional learning.

### 31. Definitions

- 31.1. The following definitions apply unless the context indicates otherwise:

**Accountability Mechanism process.** This term refers to the phased process that involves the Panel, the Accountability Mechanism Secretary, the DRS, Bank Management, the Board and the people who have submitted a Request for Inspection.

**Bank Management or Management.** World Bank staff charged with managing World Bank operations, including the design, appraisal and/or implementation of Bank-financed projects, as distinct from the Board of Executive Directors and other parts of the World Bank.

**Bank-financed project.** Any IBRD/IDA project or program approved by the Executive Directors or under consideration by Bank Management. The 2020 Panel Resolution states that the word "project" has the same meaning as it generally has in Bank's practice, and includes operations under consideration by Bank Management as well as those already approved by the Executive Directors. Requests for Inspection (see definition below) may relate to projects financed by an investment loan or credit; or programs funded through development policy lending (formerly known as structural adjustment operations); or projects financed through a trust fund administered by the Bank (e.g., Global Environmental Facility-funded projects); or projects/programs for which IBRD or IDA has provided only a guarantee (not actual loan/credit); or projects/programs co-financed with other International Financial Institutions; or Program- for-Results operations. This is not a restrictive list and there might be other financing instruments of IBRD/IDA that might be subject to an Inspection Panel process.

**Board.** The Board of Executive Directors of the IBRD and IDA (also referred to as Executive Directors).

**Borrower.** In these procedures the borrowing or guaranteeing country, or potential Borrower or guaranteeing country, project or implementing agency, the trustee, etc., as the context requires.

**Business days.** Days on which the Bank is open for business in Washington, D.C. Where an action must be taken in a borrowing country, account shall also be made for business days as recognized by the relevant World Bank country or regional office.

**Operational policies and procedures.** Bank's Operational Policies, Bank Procedures, and Operational Directives, and similar documents issued before these series were started, and do not include guidance in the form of guidance notes, good practice notes and similar documents or statements. Operational policies and procedures include not only the Bank's environmental and social policies, but also all other policies and procedures applicable to the design, appraisal and implementation of a Bank-financed project. The Bank's operational policies and procedures are subject to revisions, and new types of documents may be considered relevant for the Panel process.

**Request for Inspection** (also referred to as **Request**). A written complaint submitted to the Panel raising issues of harm resulting from alleged non-compliance with Bank operational policies and procedures.

**Requesters.** In these procedures "Requesters" means those who have submitted or later signed on to a Request.

**World Bank or Bank.** These terms refer interchangeably to IBRD and IDA.

**World Bank Accountability Mechanism.** The World Bank Accountability Mechanism (**Accountability Mechanism** or **AM**), established by the Board on September 8, 2020, comprises two constituent parts, the Panel and the DRS.

**World Bank Accountability Mechanism Secretary.** The World Bank Accountability Mechanism Secretary (**Accountability Mechanism Secretary** or **AM Secretary**) heads the Accountability Mechanism.

## **32. Validity and revision**

- 32.1. These Operating Procedures are issued by the AM Secretary. They shall apply immediately upon issuance and shall remain in force until superseded.