

World Bank Accountability Mechanism Dispute Resolution Service

Follow-up Report: Case No. 21/01-DRS

The Second Kampala Institutional and Infrastructure Development Project (KIIDP-2) in UGANDA
(P133590)

October 24, 2025

1. SUMMARY OF REQUEST AND PROCESS

On June 17, 2021, the Inspection Panel received a Request for Inspection regarding the Second Kampala Institutional and Infrastructure Development Project (KIIDP-2 or the Project) in Uganda. The Request was submitted by Witness Radio, a Uganda-based non-profit and advocacy organization, on behalf of community members living in the vicinity of the Project in Kawaala Zone II, Lubaga Division of Kampala. Shortly after the Request was submitted, the Panel received an additional seven signatures in support of it from Local Council (LC) leaders within the Project area. The Requesters asked for their identities to be kept confidential, and authorized Witness Radio and Accountability Counsel, a legal non-profit organization that supports communities around the world to protect their human rights and environment, to represent them.

The Request raised several concerns regarding works undertaken on the Lubigi Channel that were financed under KIIDP-2. Specifically, it raised concerns about forced evictions and issues related to the Project's resettlement process. These included allegations that affected communities were excluded from the Project's 2017 Resettlement Action Plan (RAP) and were rushed through an inadequate and coercive resettlement process under a Supplementary RAP. The Requesters also raised concerns regarding the cumulative impacts of interventions within the KIIDP-2 area.

In November 2021, following the World Bank Board of Executive Directors' approval of the Inspection Panel's recommendation to investigate the complaint, the Borrower and the Requesters (the Parties) agreed to participate in a voluntary dispute resolution process facilitated by the Dispute Resolution Service (DRS). Between December 2021 and May 2023, the Parties engaged in dialogue aimed at addressing the issues raised in the complaint. In December 2022 the one-year process time limit for dispute resolution (DR) was extended for a period of six months at the request of the Parties. During this period, they reached a series of interim agreements and a final agreement, which was signed on May 31, 2023, in Kampala. On June 5, 2023, the Inspection Panel issued a memorandum closing the case.

At the request of the Parties, DRS continued to follow up on the commitments undertaken as part of the mediation agreement until October 2025.

2. OVERVIEW OF DISPUTE RESOLUTION PROCESS

a. Capacity building

In December 2021, DRS convened a series of bilateral meetings with the Parties in Kampala to help them prepare for the mediation process. These early sessions focused on clarifying the Parties' needs and priorities, their expectations regarding the dispute resolution process, building a deeper understanding of the issues raised in the Request, and facilitating discussions on issues of representation, including the roles and responsibilities of the Parties within the process and community decision-making structures.

Beyond this early-stage capacity building, the mediation team continued to work with the Parties throughout the dispute resolution process to address ongoing capacity needs related to the Parties' participation in the process, and as they prepared to negotiate particular issues. For example, the Parties were particularly interested in learning how to shift from their initial positions to an exploration of underlying needs and interests and how to present their needs in a way that maintained their legitimacy in the process.

b. Selection of mediators

Mediators were selected for the process in consultation with the Parties. DRS nominated several mediators based on their experience and local/regional expertise, and Parties were able to consider these candidates, and either consent to or refuse their nomination. Following this consultation, DRS appointed two mediators, Josephine Odera and Jack McConnell. The mediation process was also supported by a local mediation assistant and a translator/interpreter who worked with the mediation team and the Parties throughout the process.

c. Establishing representation structures

During the early stages of the dispute resolution process, in coordination with the original Requesters, a committee of project-affected persons (PAPs) was elected to represent the wider community in the mediation, through a community-led process. This committee was made up of 20-22¹ members. It included signatories to the original Request, and comprised a range of community groups and interests, among them women and men, youth and elderly representatives from three communities including Kawaala Zone II, Nabweru South and Namungoona Kasubi. The committee of representatives was tasked with representing the interests of the wider community during the dispute resolution process, as well as providing and gaining feedback from the community on key issues, decisions and process outcomes. The Requesters were independently advised by Witness Radio and Accountability Counsel during the process.

¹ Numbers varied slightly throughout the process as representatives left or were replaced.

The Kampala Capital City Authority (KCCA) selected a technical team to participate as Borrower representatives in the process.

The Parties agreed to invite World Bank Management to be an observer in the process. The Parties also identified several other government stakeholders who needed to be consulted at various stages in the process, including the Chief Government Valuer (CGV), the Attorney General (AG), the Ministry of Finance (MoF), the Buganda Land Board (BLB), the National Environment Management Authority of Uganda (NEMA), the National Water Commission, elected political representatives of Lubaga Division (LC leaders) and the Resident City Commissioner (RCC).

Decision-making authority regarding the outcomes of the process rested with the Parties.

d. Dispute Resolution Framework

Between December 2021 and February 2022, the Parties drafted and signed a Dispute Resolution Framework (the Framework), with support from DRS. The Framework outlined the parameters, scope and ground rules for the dispute resolution process, including guiding principles, issues to be addressed through dialogue, representation of Parties within the process, the role of advisors, observers, experts and additional stakeholders, and other key issues such as process timelines.

The Framework also included provisions on confidentiality. Parties agreed to keep the mediation process confidential to help build an atmosphere of trust, to facilitate open discussion, and to minimize risks of conflict escalation, threats and reprisals. Confidentiality provisions applied both to information shared within the process and to any outcomes and agreements reached, including the Framework, and interim and final agreements. The Parties have since agreed to make public the issues covered during the mediation, and the broad terms of interim and final agreements reached. Details regarding individual Kibanja plot ownership and compensation payments were kept confidential throughout the process and remain so at the request of the Parties.

e. Engaging in Dialogue

When DRS began engaging with the Parties, community representatives expressed discomfort with meeting KCCA officials in person. Initial engagements, therefore, focused on building trust and improving communication between the Parties through a series of virtual meetings. These meetings allowed for an exchange of views and information on key issues while ensuring the identities of Requesters and representatives remained concealed. These were followed by bilateral sessions between the mediation team and each party separately, which contributed to trust-building between the Parties, even as they continued to hold virtual joint sessions.

Once trust between the Parties was strengthened, the nature of their engagement also shifted, and they began to meet face-to-face. Joint, virtual and in-person meetings were held in Kampala on a regular basis between February 2022 and May 2023. World Bank Management frequently

attended joint sessions as an observer. The mediation team held separate meetings with each party prior to joint sessions to help them prepare for dialogue and address any concerns, needs or requests they had about the process or issues being discussed.

Some of the first issues the mediation addressed included the accessibility of project information for PAPs – such as the availability of information in their local language, Luganda, fostering a mutual understanding of metric measurements used for land surveying and valuation, and identifying other critical informational gaps. To support productive engagement, the mediation team worked with the Parties to pinpoint key gaps, establish sources of trusted information, and address translation needs. Throughout the process, an ongoing exchange of information was facilitated to ensure informed and constructive negotiations.

The dispute resolution process was conducted in both English and Luganda, with the support of a local interpreter, to ensure that all individuals could communicate in the language they preferred and to promote understanding. All documentation was also translated into Luganda, so that information was readily available and accessible to all Parties. This included any information shared within the process, and decisions or agreements reached.

As key issues were negotiated during the mediation, the Parties agreed to a series of joint activities and site visits aimed at improving their mutual understanding of issues on the ground, clarifying technical details regarding the Project and its extents, generating options for discussion, and implementing the terms of interim agreements and decisions taken within the mediation. For example, during the early stages of the mediation process, the Parties agreed to a series of joint activities aimed at clarifying the physical boundaries of the Lubigi Channel, along with re-demarcation exercises to determine construction impacts on individual plots (“Kibanja” in Luganda). Additional stakeholders, including LC members, BLB representatives and World Bank Management, were invited to observe and participate in these activities at the request of the Parties.

The Parties also agreed to engage an independent expert to clarify specific information related to the process and methodology for valuation and compensation of land along the Lubigi Channel. The terms of engagement of the independent expert were mutually agreed by the Parties and guided by the prevailing legal frameworks and World Bank policies on resettlement, and the outcomes were subject to the approval of the CGV.

3. OUTCOMES

3.1 DISPUTE RESOLUTION AGREEMENTS

While the agreements themselves remain confidential, the Parties have consented to disclose the issues covered during the mediation, and the broad terms of the agreements reached during the process.

Between April and November 2022, the Parties reached a series of interim agreements, which were implemented in stages during the dispute resolution process and addressed the following issues:

- ***Valuation and compensation.*** Parties agreed to consider several issues regarding valuation and compensation, including the need for clear disclosure of the rates originally applied for the compensation of crops, structures and land in affected areas. Parties agreed that nationally set rates for crops and structures would be translated and shared within the context of the mediation, and that the compensation for individual PAPs would be checked and clarified. Regarding compensation for land, the Parties agreed to consider the methodology and rates applied to PAPs whose land had been acquired because of the Lubigi Channel development under KIIDP-2 in Kawaala Zone II, Nabweru South and Namungoona Kasubi zone. The Parties agreed to the engagement of an independent expert, and that the consideration of valuation methodology and compensation rates would be guided by the prevailing legal framework and policies of the Government of Uganda, consistent with the World Bank safeguards on involuntary resettlement, and subject to the approval of the CGV. Parties agreed on specific provisions for the finalization of the payments for land and structures along the Lubigi Channel, based on agreed rates and consistent with the 2021 Supplementary RAP including opportunities for individual PAPs to check and confirm compensation calculations.
- ***Resettlement process.*** Parties agreed to several provisions related to the handling and management of the resettlement process, including joint exercises to re-demarcate the physical extents of the channel, and to look at and record the impact of channel construction on individual plots. For example, a collaborative process for the "setting out" of the Lubigi Channel was agreed and undertaken for the purposes of determining affected plots between Hoima Road Bridge and Kawaala Road Bridge. In April 2022, KCCA conducted an exercise to set out the channel in the presence of Requesters. Requesters nominated and availed a seven-person subcommittee to represent the group in planning for the setting out of the channel and the subsequent plot re-demarcation exercise. KCCA and its technical team, including surveyors, marked the channel extents with temporary markers. Additional stakeholders were invited to participate in the process, including World Bank Management, BLB representatives and LC members. Following initial questions regarding the extent of the channel, KCCA clarified that the width of land to be acquired for the channel was 80 meters – this included 70 meters for the channel and 5 meters on either side for access. It was also agreed that upon

completion of project construction, KCCA would replace temporary markers indicating channel extents with permanent markers.

A collaborative process for re-demarcation of customary Kibanja plots was also agreed and undertaken, for purposes of recording and determining the impact of the Lubigi Channel construction on individual plots. In May 2022, a re-demarcation exercise was conducted with the participation of Kibanja and other title holders to assist KCCA technical teams. The Requesters mobilized community attendance at the exercise and observers were also invited, including World Bank Management and LC members from Kawaala Zone II, Nabweru South and Namungoona Kasubi. Parties also agreed to specific terms and conditions for the resumption of construction works along the channel within a designated 600-meter zone while the mediation was ongoing. Parties agreed that construction works would not exceed this zone until the completion of the mediation process.

- ***Sharing of project information.*** During the mediation, the Parties also agreed to address concerns related to the inclusivity of affected communities and groups in the RAP, and the availability of Project information under the RAP. During the course of the mediation consultations took place with community groups from Kawaala Zone II, Nabweru South and Namungoona Kasubi zone, including women and youth representatives, and discussions on social impacts within the context of the mediation included reflections from these communities and groups. Additionally, specific individuals who felt excluded from other aspects of the process, such as the valuation process, were able to participate in the re-demarcation of plots and in several verification sessions with KCCA officials to check individual documentation and ownership. In relation to concerns about social impacts, KCCA conducted a series of sensitization sessions for the community to raise further awareness regarding livelihood restoration plans within the context of the RAP and to inform communities how to access alternative livelihood opportunities through existing government programs and initiatives. Three specific sensitization sessions were held between September and October 2022. These included several trips to agricultural demonstration plots to provide PAPs with an opportunity to observe urban farming practices and talks on how to access loans through the Parish Development Model.
- ***Collaborative verification of relevant data and facts.*** Parties agreed to several steps to address concerns regarding the accuracy of information for PAPs being paid compensation. These included the joint verification of information and documentation related to past and current compensation payments under KIIDP-2 that took place on an ongoing basis throughout the mediation process.
- ***Safeguards.*** The Parties agreed that the mediation should take place in an environment in which they could speak openly, and in a context free of intimidation, threats or reprisals. It was agreed that each party could raise any concerns or incidents related to safety or security with the mediation team and DRS. Issues related to threats and reprisals were addressed on several occasions during the mediation, while respecting the Ugandan legal process. Meeting locations were agreed between the Parties, and privacy was guaranteed for individual

inquiries. Where appropriate, DRS helped to facilitate meetings between representatives of government agencies and Requesters to improve communication and build trust and understanding around the mediation process.

In May 2023, the Parties concluded and signed a final Dispute Resolution Agreement, which maintained and incorporated a record of the interim agreements, and included specific provisions related to compensation for land. The Parties agreed on revised rates for land compensation, which considered the passage of time since the initial valuation included in the 2017 RAP. Revised rates were applied to all PAPs whose land had been acquired because of the Lubigi Channel development under KIIDP-2 in Kawaala Zone II, Nabweru South and Namungoona Kasubi zone, whether already paid or not. The final agreement included a timeframe for payment, and provisions for follow-up on the implementation of the agreement by DRS until the payment process was complete. Specifically, KCCA committed to pay all entitled PAPs, who could present the required paperwork, by June 30, 2023. KCCA later requested an extension until August 31, 2023, and a subsequent extension until October 31, 2023. In May 2025, DRS confirmed that all but one of the payments were completed as per the terms of the agreement, and DRS continued to support the Parties on the implementation of outstanding actions until October 2025.

Regarding an individual land dispute between PAPs in Namungoona, KCCA undertook to follow guidance from BLB, as the landlord, on the handling of this dispute through the courts. KCCA provided written commitments to set aside funds for payment of eligible PAPs in Namungoona once rightful ownership of the land in question was established.

3.2 IMPLEMENTATION AND FOLLOW UP

a. Process

The Parties jointly requested that DRS follow up the implementation of the DR Agreement. Initially, the Parties agreed to create a joint “Implementation Group” as a formal mechanism for communication and coordination between the Parties on the implementation of obligations under this agreement. It was also intended to increase and improve broader involvement of the community beyond the committee of representatives that had been in place since the start of the mediation and to help KCCA engage more effectively with the community to deal with ongoing issues. The Implementation Group community representatives were elected by secret ballot at a community meeting in November 2022 and included four women and four men. KCCA also appointed two staff to the group. However, as the mediated negotiations evolved between November 2022 and May 2023, and after the DR Agreement was signed, there were differing views among PAPs about whether the Implementation Group was needed, and it never met. Nonetheless, between May 2023 and March 2025, frequent ad hoc meetings were held between representatives, community members and KCCA regarding the implementation of issues and actions agreed upon in the mediation – specifically payments to PAPs in Kawaala Zone II, Nabweru South and Namungoona Kasubi zone.

During this period, PAPs requested that mediation team members be present at many of these meetings, and DRS ensured their availability to support the Parties in a variety of ways during the implementation stage. This included supporting follow-through on the sharing and availability of information and documentation regarding payments, continued assistance with communication between PAPs and KCCA regarding the status of individual payments, maintaining accessibility to key decision-makers responsible for the implementation of agreed actions, and following up on agreed implementation actions and timelines.

On March 12, 2025, KCCA informed DRS that all required payments under the DR Agreement, except one, had been processed from its side. In April 2025, DRS confirmed with the PAPs and LCs in Kawaala Zone II and Nabweru South that all who were eligible for compensation under the final DR Agreement had received their payments. According to data provided by KCCA, 76 PAPs from Kawaala Zone II and 67 PAPs from Nabweru South were paid under the mediation (143 total).²

As mentioned above, the one outstanding payment relates to an ownership dispute between PAPs in Namungoona Kasubi zone and KCCA provided a commitment letter stating that funds are set aside and payment will be made once the court has determined the rightful owner(s). In July 2025, DRS was informed that the PAPs involved in the ownership dispute had reached a voluntary agreement and in August 2025, KCCA confirmed that the PAPs had submitted their agreement to KCCA. At the request of PAPs and their advisors, DRS continued to engage with the concerned parties through October 2025. Due to technical issues related to determining the correct, precise apportionments of the land affected by KIIDP-2, it was unclear how long it would take to process the payment(s), and given KCCA's commitment letter cited above, DRS decided to finalize and release this report.

As reflected in the August 2021 World Bank Management Response to the Request for Inspection, Bank Management requested that the Government of Uganda halt enforcement of any evictions in the Project area to avoid interference with finalization and implementation of the RAP and the Supplemental RAP. Management stated that all eligible PAPs must receive compensation as appropriate under the RAP and cannot be required to move prior to the completion of the resettlement process. KCCA and the Government of Uganda have informed DRS that all PAPs who have received payments under the DR Agreement must vacate the corresponding land plots, or portions of land plots, for which they received compensation.³

² The number of eligible PAPs was updated throughout the mediation and implementation of the DR Agreement as new information and documentation was made available regarding subdivisions among family members, cases where PAPs sold part of their pieces of land necessitating payment of additional purchasers, and other specific individual grievances or disputes. These final numbers do not include payments made to BLB as the landlord. Additionally, some people owned more than one land plot or interest, so total figures reflect number of PAPs paid, not the number of payments made.

³ Some PAPs were compensated for only a portion of a given land plot because the entire plot was not acquired for the KIIDP2 project.

b. Challenges

While the Requesters came to the mediation as a group, with collective issues, follow-up on the implementation of the agreement required intensive tracking of more than 140 individual cases. This involved sustained and extensive follow-up and an on-the-ground presence from DRS and the mediation team, including regular meetings with KCCA to monitor the status of payments, and with PAPs to ensure they had all required documentation for processing their payments.

Managing documentation and verifying the information needed to make individual payments for such a large group of PAPs proved complex and time-consuming. This contributed to delays in processing payments and implementing the agreement, which, at times, led to frustration among PAPs and heightened tensions within the process. Sustained efforts were made to maintain contact and communication between PAPs and KCCA to ensure all required documentation and information was provided by the PAPs and logged with KCCA to enable the processing of payments.

Additionally, administrative challenges and staff turnover within KCCA further contributed to delays, requiring continuous follow-up by the mediation team. When necessary, DRS also engaged key decision-makers within the Government of Uganda, KCCA and World Bank Management to ensure that commitments under the DR agreement were upheld and that PAPs received their payments as agreed. For 23 months following the agreement's signature, DRS maintained active involvement, regularly monitoring payment status and progress. This experience highlighted the critical role of ongoing follow-up, effective communication, and proactive engagement in successfully implementing agreements achieved through mediation.

4. LESSONS LEARNED/REFLECTIONS

- **It is important to check in frequently with Parties regarding channels of communication within, and beyond, the dispute resolution process.**

The establishment of representation structures early in the dispute resolution process does not always ensure that communication will be streamlined throughout the mediation. It is important to check in regularly with the Parties to ensure that there are clear and consistent channels of communication between representatives and their wider communities and/or organizations, particularly regarding key issues, decision points and agreements. For example, at several points during the process there were inconsistencies in the positions and expectations among PAPs and their representatives, which required ongoing efforts to align interests and maintain constructive dialogue. The complexity of internal coordination among various departments within KCCA also led, at times, to delays and difficulties in ensuring clear and consistent communication within the context of the mediation.

- **Community needs and interests are not always cohesive or aligned.**
Community needs and interests are not always cohesive or aligned, and this can create tensions within a mediation process. In this case, individual priorities sometimes diverged

from broader community concerns, leading to challenges within the representative group and the overall dialogue process. To maintain focus on the wider set of impacts and issues raised in the complaint and identified through the DR Framework, the mediation team worked with the representatives to identify options and avenues for addressing individual questions and issues when they arose, while maintaining focus on collective needs and interests. The mediation team also sought to engage civil society organization advisors to support PAPs in effectively articulating shared interests, navigating disagreements, strengthening their collective voice and ensuring that the mediation process remained inclusive and constructive.

- **Dispute resolution decisions, outcomes often rely on external stakeholder engagement.**

The dispute resolution process can play an important role in elevating or drawing attention to issues and impacts at the core of a complaint and generating options for possible solutions, but this often involves engaging key stakeholders or decision-makers who are not direct parties. In this case, key decision-makers were kept informed throughout the process and the DRS team assisted in facilitating their engagement, when needed, to help Parties clarify issues, generate options for discussion, implement the terms of agreements reached through the dispute resolution process, secure necessary approvals and ensure the safety and security of those participating. Engagement with local government representatives, particularly LCs, was important throughout the process. Although their engagement was not straightforward at the outset, LCs played a crucial role in supporting the dispute resolution process as it progressed, and in the implementation of agreements reached through the mediation. The engagement of other stakeholders – including the CGV, BLB, RCC, AG and the MoF – was also critical at certain points during the mediation process, highlighting the importance of identifying and engaging such stakeholders strategically at an early stage of the mediation process to ensure that their perspectives and role are considered and leveraged where necessary.

- **Effective record keeping and continued accessibility to project documentation and PAPs records are critical for agreement implementation.**

During the mediation and throughout the follow-up process, the need to address evident gaps in record keeping and written records related to the PAPs, including continued accessibility to PAPs files and information, was pointed out as a key point of learning from the process. It became clear that strengthening the record-keeping practices of KCCA and ensuring the accessibility of written records were essential both for the mediation process and for effective implementation of agreements reached.

Through informal discussions, interviews and surveys, DRS asked various stakeholders for their reflections and lessons, which are summarized below.

4.1. Requesters

A number of PAPs and Requesters agreed to share their thoughts regarding the mediation process with DRS for inclusion in this report:

Community Representation. The original Requesters asked to keep their identities confidential and alleged broad community impacts from KIIDP-2. As noted above, a committee of PAPs was elected to represent the wider community in the mediation. Some PAPs noted that representation became problematic as the process progressed and internal divisions and cliques emerged within the representative group, leading to the erosion of trust and legitimacy of some representatives' vis-à-vis the wider community. Some PAPs felt that DRS did not adequately address the growing factionalism or its impact on the legitimacy of representation. PAPs also noted that community ownership of the process could have been strengthened through more transparent and consistent communication mechanisms between representatives and the wider community and highlighted the need for PAPs to establish clearer expectations of/for their representatives.

Power Imbalances and Capacity Building. PAPs said that DRS played a critical role in creating space for dialogue and helping bridge the power imbalance between the PAPs and government representatives. Early capacity building was positively received and helped to equip the community with the confidence and tools to engage more confidently in the dispute resolution process, negotiate with government actors and work through their own internal differences. They noted that this investment had ripple effects, and some were able to apply what they learned beyond the dispute resolution process itself. PAPs noted that DRS should continue to prioritize early and tailored capacity-building efforts to set a strong foundation for the engagement of PAPs in any dispute resolution process.

Agreement Implementation and Monitoring. PAPs pointed to the importance of DRS's role not just in facilitating the process, but in supporting follow through and tracking of the DR Agreement implementation, and galvanizing coordination across and among government agencies (NEMA, CGV, BLB, etc.) to sustain dispute resolution outcomes and results. PAPs noted that even after an agreement is signed, communities must stay aware, demand accountability from their representatives and work collectively to ensure commitments are delivered.

Sustainable Outcomes. Some PAPs said that it would have been useful for DRS to explore with them how legacy issues, such as continued flooding, could be escalated to appropriate institutional channels. They said it would have helped community members to become more aware of how, and to whom, to raise concerns regarding such issues in the future after the end of the dispute resolution process. Several PAPs stated that while compensation was received, they felt that more could have been done to address broader impacts like livelihood restoration, infrastructure improvements (such as bridges, lights, communal taps, communal toilets, and unblocking culverts), relocation quality and environmental risks. Some noted the importance for PAPs to think beyond seeking immediate remedies through dispute resolution, such as direct payments, and push for durable, longer-term improvements that are less immediately tangible. It was suggested that DRS can help PAPs to strategize and consider these factors during the early stages of a dispute resolution process.

4.2 Borrower

Strengthening Internal Systems and Capacity. KCCA reported that one of the most notable outcomes of the mediation for them was the internal reform it catalyzed for the institution. The KCCA team noted that weekly meetings, improved reporting structures, and stronger interdepartmental coordination emerged as a direct result of the dispute resolution process. According to the KCCA team, these shifts have helped bring project work into the institutional mainstream and have improved overall accountability around project planning and implementation.

KCCA Staff Turnover. High turnover within KCCA's team led to disruptions and setbacks implementing the DR Agreement. For KCCA, this highlighted the need for strong documentation protocols and handover procedures to maintain continuity and underscored the need for building institutional record-keeping systems that are resilient to personnel changes. For DRS, this highlighted the need to help bridge knowledge gaps and orient new team members to critical aspects of the process. KCCA suggested that in the future, DRS should consider onboarding support and other internal capacity strengthening for new representatives or team members, especially in contexts where institutional capacity is limited.

Value of Early, Robust Stakeholder Engagement. KCCA acknowledged that early consultations for KIIDP-2 were sometimes conducted without adequate follow-through or documentation, which led to avoidable issues surfacing later in the project cycle. The KCCA team recognized that this underinvestment in early engagement eroded the potential to preempt roadblocks and co-develop solutions with affected communities, and that consultations should be treated as substantive project inputs, not mere formalities, and outcomes should be clearly recorded and followed up.

Role of World Bank Management Observers: KCCA provided feedback that there was sometimes lack of clarity around the differing roles and responsibilities of Bank Management and the independent DRS. KCCA suggested that DRS could have supported the Parties more from the outset in understanding the function and potential benefit of Bank Management observers and could have revisited discussions about observers more regularly throughout the dispute resolution process (not just at the beginning), particularly considering the high personnel turnover in the KCCA team. Doing so could have helped to ensure that the presence of observers enhanced the quality and credibility of outcomes. While World Bank Management representatives are technically "observers" in the DRS process (if Parties so agree), their role and authority in decision-making regarding financing and project supervision, as well as their overall strategic relationship with national governments, can have a significant impact on DR process, parties and outcomes.

4.3 World Bank Management

Maninder Gill, Global Director, Environmental and Social Framework:

“The Uganda KIIDP-2 case was groundbreaking as it was the first to be referred to the newly established, independent Accountability Mechanism Dispute Resolution Service (DRS) in 2021. World Bank Management supported the process from the outset and welcomes the successful agreement signed by local community members and the Kampala Capital City Authority (KCCA) in May 2023. The DRS is a valuable and credible option available to both project-affected communities and World Bank borrowers to help prevent and resolve issues related to the unanticipated impacts of development projects.”

Mukami Kariuki, former Uganda Country Manager:

“The World Bank Uganda Country Office was pleased to participate in the DRS process as an invited observer. I was personally engaged throughout and our staff supported the DRS team and process by providing all necessary information, background, and documentation. We also look forward to reflecting on the entire process and drawing lessons that can help us continuously improve, and better prevent or address similar issues in future projects. I would like to thank the Government of Uganda and KCCA for their good-faith dialogue with the Requesters. We also acknowledge and appreciate the commitment and constructive engagement of the Requesters, and we are grateful to the DRS staff and mediators for their professionalism and dedication in helping the parties reach a mutually satisfactory resolution.”

5. IN MEMORIAM FOR THOSE WE LOST

We respectfully acknowledge and honor the memory of several individuals who passed away during the course of the dispute resolution process:

Charles Tumwebaze, KCCA KIIDP-2 project coordinator and critical member of the KCCA team during the mediation.

Abdul Nool Nyombi, a resident of Kawaala and representative of his community during the dispute resolution process.

Henry Kiyingi, a resident of Kawaala and dedicated member of the community.

Their commitment to dialogue and constructive engagement contributed meaningfully to the mediation. We remain grateful for their contributions and hold in esteem the legacies they leave behind in their families, communities and organizations.