NGO Forum on ADB

NGO Forum on ADB, AIIB ESF Review Phase 1 Input

Preamble

The Forum at the onset of this submission would like to state that this Phase 1 input process fails to meet the policy commitment of an 'overall' ESF review as articulated in the AIIB ESF[1] and as committed to in the AIIB Articles of Agreement. It also needs to be mentioned that The AIIB has not provided any clarity on the methodological approach of this ESF Review and the response we have received from the Strategy and Policy Department of the Bank[2] has been inadequate to explain what it means by a targeted update.

For the last four years of AIIB Operations, the ESF delivery has been riddled with structural challenges in implementation in its projects in China, Myanmar, Bangladesh and others. Civil society has tried to engage with AIIB management, project team leaders and concerned officials on ESF to resolve the plethora of issues and have been left wanting of meaningful responses on the ground. The lack of ESF delivery was found evident in AIIB stand-alone projects such as Beijing Gas and the Bhola IPP in Bangladesh, as well as co-financed projects such as the Myingyan Gas Power Plant with other MDBs such as ADB and IFC, where civil society groups have flagged their concerns on AIIBs lack of clarity on ESF delivery.

Project impacts have been severe environmental damage, adverse gender impacts, land grabbing and resettlement, pollution, lack of project information disclosure, lack of meaningful consultations and in one instance death and accident of labor forces within a project.

For the sake of brevity the NGO Forum on ADB will focus on this input around the standalone Bhola IPP project, and use it as an example to illustrate the ground realities around AIIB ESF delivery for a standalone project.

Bhola IPP, Bangladesh, Safeguard Category B

Sapoori Palonji Group, an Indian Group of Companies, submitted a proposal to AIIB in 2017 for private sector financing in implementation of Bhola Independent Power Plant (Bhola IPP). AIIB approved the project on 9 February 2018. The power plant will use pipelined natural gas from Shahbazpur Gas field owned by Sundarban Gas Company Ltd. (SGCL) as primary fuel and High Speed Diesel (HSD) from Bangladesh Petroleum Corporation (BPC) as a backup fuel to generate 220-225 MW power. The plant acquired 35.49 acres of land for the project in which 13.22 acres leased from BPDB and 17.43 acres has been purchased from local land owners.

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Figure 1. NGO Forum on ADB and select network members at the Bhola IPP site

Most of the people in the area are dependent on agriculture for their livelihood (52.6%) in which 43.1% are marginal farmers and other 9.5% are laborers. Fishing is the second highest occupation (8.5%) followed by Paan farming (6.2%). The people residing beside the power plant include women and children who are mostly dependent on beetle leaf farming. Construction of the power plant has led to blockages of river channels and streams which were being used by communities for irrigation, washing and cleaning purposes. As of now the river beds have silted up, and waste release from the power plant has led to pollution, leading to an unhygienic and toxic environment.

Bhola IPP Harms and adverse impacts

While a detailed report[3] and a video documentary[4] has been submitted to AIIB by NGO Forum on ADB and CLEAN entitled 'Voices from the Ground' regarding the Bhola IPP impacts, for the sake of this input a short summary is being provided of the adverse impacts:

1. Lack of meaningful consultation and time bound release of project related information to local communities.
2. Coercion and lack of transparency in land acquisition, resulting to livelihood displacement and economic losses.
3. Environmental harm and damage: siltation and blockage of natural river streams due to construction debris.
4. Waste effluent release into Mandartoli Shakha Khal river stream leading to unhygienic and toxic environment affecting women and children living near the power plant.
5. Non - functional local Grievance Redress Mechanism (GRM).
6. Occupational hazard leading to death of a laborer working in Bhola IPP (violating Core Labor Standards).

7. No specific measures taken to address gender impacts caused by the Project.
8. ESIA reports were mistranslated and not provided to local communities, the only copy of the ESIA is NBBLs office in Dhaka city which local community have no access to.

Figure 2. Waste being dumped at the Mandhartoli Shakha Khal river stream leading to unhygienic and toxic environment affecting women and children living near the power plant

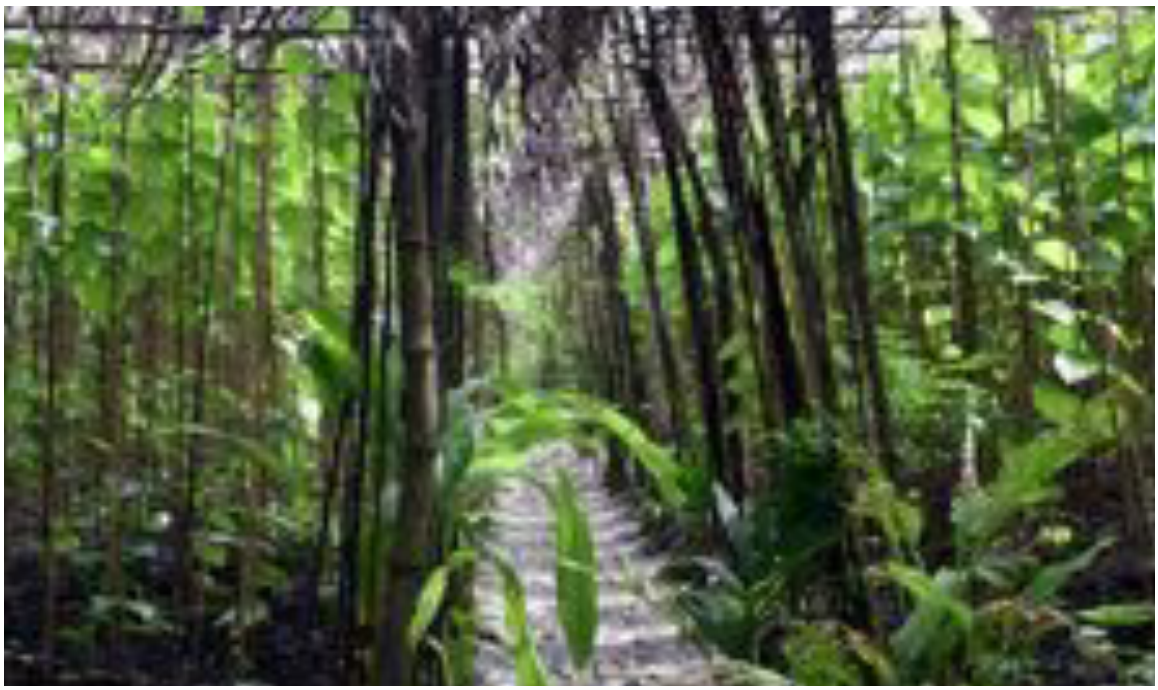

Figure 3. Betel leaf farm being affected by the power plant because of water logging caused by heavy deposits of sand in the nearby canal.

Bhola IPP, Violation of ESS2: Involuntary Resettlement.
The local people whom we interviewed in the Phase 1 land acquisition (as detailed in the submitted report) have stated they did not know any details about the project. Furthermore the lands were acquired at under value of the market price violating national laws. There were no titles provided and the NBBL subcontracted a third party to acquire the land who used political influence, threat and coercion to acquire the lands. These facts were later corroborated by the AECOM audit report commissioned by Bhola IPP for this project and AIIB had been made fully aware of these issues through letters, face to face meetings and submissions.

Bhola IPP, AIIB and NBBL, Violation of Information Disclosure and Meaningful Consultation provisions in the ESF Articles 57,58, 59, 60, 61.
In case of Bhola IPP the lack of meaningful consultation with local communities surrounding the size scale and potential impacts of the project is one of the core reasons as to why people are still suffering around Bhola IPP. Being a standalone project the AIIB Safeguards delivery has failed to ensure that people understood the potential environmental and social risks around this project. The ESIA report was found to be an exact copy of an earlier ESIA report for the Bhola IPP 1 project, the translation into Bengali was so poor that pages after pages made no sense even to civil society let alone affected communities. Consultation which were allegedly held were not attended by actual people who were affected, the outreach was not adequate by NBBL, and no records were provided on the nature of the consultations.

Figure 4. The grievance redress mechanism posted at a community near the Bhola IPP site.

As these issues were later raised with NBBL and AIIB, mitigation measures were reactively taken unfortunately the response was delayed and not able to address the harms which had been done. While NBBL was clearly non-compliant to the AIIB ESF and ESP provisions and clearly violated Article 57-61 no actions were taken to hold the client accountable.

Thus leading to question the veracity of the ESF and the ESP itself. For a standalone project the Bhola IPP was supposed to showcase AIIBs ESF vision and objectives. What is left is a polluted river stream, clogged with waste and garbage directly impacting women and children. A completely ruined beetle leaf farming system, which was a source of livelihood for 12 villages with 7000 inhabitants. Hindu communities forced to sign away their land to local political elites in the face of threats and oppression. And an irreparable damage to AIIBs reputation on being green and clean.

We strongly **recommend that for the Phase 1 Input** of the ESF the AIIB should address the following issues as fundamentals to the ESF review:

1. Binding requirements on time bound project related information and meaningful consultation with local communities for Category A and Category B projects. This should apply to FIs, standalone as well as co-financed projects. If AIIB funds are involved, AIIB should ensure that its ESF will apply in providing local people with all information regarding the project, as it pertains to the project cycle. This means release of ESIA to local people for commenting within a 120 day period, and the ESIA including Environmental and Social Management Plan (ESMP) and Gender Action Plan must be translated into local languages and disseminated through public consultations which are culturally and gender sensitive to the locality.
2. The local GRM has to be effective and should ensure immediate response and ensure anonymity. AIIB should have monitoring and due diligence in evaluation of the GRM and ensure compliance at all levels of the project operations.

Figure 5. The NBBL embanked its northern part with sand sacks and has taken over half of the canal. The sand from the sacks has spilled out into the canal-bed causing siltation and the canal to gradually dry up.

3. An assessment between applicable national laws and AIIB's ESS should be diligently undertaken and the better standards should be applied in a transparent and public manner. Non - compliance by Clients and their sub - contracting agencies in the implementation of AIIB's ESF should be addressed and impose punitive measures whenever applicable.
4. At the onset of construction, key information on the project financier should be clearly posted in the project site. This is one of the first steps of ensuring transparency and for project affected persons to be informed and to allow them to know where they can possibly raise any concern without any threat or intimidation. This should also include pertinent information as to details of the project level grievance mechanism including contact persons to which affected persons can easily access.
5. The Bank must ensure that local communities have meaningful access to project design through meaningful consultation, so that their livelihoods and environments are safeguarded throughout the project cycle and post implementation. The draft reports should also be disclosed to allow project persons and other key stakeholders to meaningfully integrate their comments into the process.
6. A laborer in this standalone AIIB Bhola IPP project has died due to lack of Occupational Safety measures. The lack of clear binding language in the ESP ensuring Core Labor Standards shows how weak this ESF is in the context of ensuring social safeguards for laborers in AIIB funded infrastructure projects. The CLS has to be made a binding policy in the new ESF.
7. Using Client systems for ensuring safeguards has to supplement with binding requirements explicitly in the ESF. People and environment cannot be left neglected in cases of non-compliance by clients, the AIIB has to hold its client accountable and ensure environmental and social justice to the local communities.

Annex: ESF Policies applicable to Bhola IPP: A list of broken promises

1. The Bank aims to work in a cooperative manner - by **providing expert advice and oversight from its staff,** supplemented by specialized consultants - to support its Clients in integrating consideration of environmental and social risks and impacts into their Projects (para. 10).
2. **The Bank supports Clients in the effective implementation of such plans** (environmental and social management) for their Projects, through active field - based supervision, monitoring and verification, implementation support and institutional strengthening (para.11).
3. **The Bank supports its Clients to identify** potential gender - specific opportunities as well as **gender - specific adverse risks and impacts** under their Projects and develop mitigation measures to avoid or reduce such impacts and risks (para. 14).
4. The Bank recognizes the importance of enhancing or restoring ecosystem services where appropriate. Through its financings, the **Bank assists its Clients in maintaining the livelihoods** of Indigenous Peoples and **other affected communities whose access to, or use of, biodiversity or natural resources may be affected by a Project** (para. 17).

ESP violations:

Note: Land acquisition law in Bangladesh

1. If the Bank determines that the relevant environmental and social **requirements of the country in which the Project is located are more stringent** than the requirements of the ESP or ESSs, **the country's own requirements will apply,** provided that they are not in violation of the Bank's Articles of Agreement (para. 9).

On due diligence:

1. The Bank **conducts a review of environmental and social risks and impacts associated with the Project**, regardless of the categorization being considered (para. 12).
2. **The Bank conducts environmental and social due diligence, as an integral element of its appraisal of the Project**, and in a manner that is a) appropriate to the nature and scale of the Project; and b) proportional to the level of the Project's potential environmental and social risks and impacts (para. 16).
3. **As part of its due diligence,** the Bank reviews the Client's environmental and social assessment and documentation in order to determine the extent to which a) **all key potential environmental and social risks and impacts of the Project have been identified**; b) effective measures to avoid, minimize, mitigate, offset or compensate for the adverse impacts are incorporated into the Project's design and ESMP (para. 17}.

- Note: Cross - reference this to the gaps in the ESIA document that not all key social risks and impacts were identified particularly to the harm against the Betel leaf farmers. Hence there are no corresponding baseline information and mitigation measures for these 400 farmers.

On information disclosure:

1. The Bank requires the Client to **make information on the Project available during project preparation and implementation**, including the environmental and social assessment and ESMP (and ESMF, if applicable), in accordance with para. 57 (para. 29).
2. **The Bank requires the Client to ensure that relevant information about environmental and social risks and impacts of the Project is made available in the Project area in a timely and accessible manner, and in a form and language (s) understandable to the Project - affected people,** other stakeholders and the general public, so they

can provide meaningful inputs into the design and implementation of the Project… The Bank requires the Client to disclose in the same manner on a regular basis any updated information, along with information on any material changes in the Project (para.57).

3. The Bank posts online the Client's documentation on the Project as provided in para. 57. It posts … other approved forms of documentation prior to or as early as possible during the Bank's appraisal of the Project; and other documentation referred to in para. 57 in a timely manner. (para. 58).
4. The Bank requires the Client to complete and furnish the Bank with the following environmental and social documentation, as required for the Project prior to, or as early as possible during the Bank's appraisal of the Project: the draft environmental and social assessment report, including the record of consultations; the draft ESMP or ESMF (if applicable); and the drafts of any required resettlement plan, Indigenous Peoples plan, RPF and IPPF (if applicable) (para 69).

On consultation:

1. The consultation covers Project design, mitigation and monitoring measures, sharing of development benefits and opportunities on a Project - specific basis and implementation issues. **The Bank requires the Client to engage in meaningful consultation with stakeholders during the Project's preparation and implementation phases,** in a manner with stakeholders during the Project's preparation and implementation phases, in a manner commensurate with the risks to, and impacts on, those affected by the Project… For each Project with a) significant adverse environmental and social impacts; b) Involuntary Resettlement, the Bank may participate in consultation activities to understand the concerns of the affected people and to ensure that the Client addresses such concerns in the Project's design and ESMP or ESMF (as applicable). The Bank ensures that the Client includes a record of the consultation and list of participants in the environmental and social assessment documentation (para. 59).

On Grievances:

1. **The Bank requires the Client to establish a suitable grievance mechanism to receive and facilitate resolution of the concerns or complaint**s of people who believe they have been adversely affected by the Project's environmental or social impacts, and to inform Project - affected people of its availability… The grievance mechanism may utilize existing formal or informal grievance mechanisms, provided that they are properly designed and implemented and deemed by the Bank to be suitable for the Project… The mechanism is designed to address affected people's concerns and complaints promptly, using **an understandable and transparent process that is gender - sensitive, culturally appropriate and readily accessible to all affected people.** The grievance mechanism includes provisions to protect complainants from retaliation and to remain anonymous, if requested… If the Project is a private - sector Project, the Bank also requires the Client to establish a grievance mechanism to address workplace concerns (para. 63).

On involuntary resettlement:

1. If the Project involves involuntary resettlement, **the Bank requires the Client to prepare a resettlement plan or RPF.** The resettlement plan or RPF complements the broader coverage of social risks and impacts in the environmental and social assessment and provides **specialized guidance to address the specific issues** associated with Involuntary Resettlement, including **land acquisition**, **changes in land use rights**, **displace-**

ment and need for livelihood restoration (para. 31).

2. The Bank will not finance Projects that it determines do not comply with the ESP and ESSs. The Bank will not knowingly finance a Project that a) **either involves or results in forced evictions;** b) involves activities or items specified in the list set forth in the attached Environmental and Social Exclusion List (para. 72).

On mitigating impacts:

1. The Bank requires it (the Client) **to develop measures to manage and mitigate the impacts and reflect them in an ESMP,** all as required under the ESS 1 (para. 39).
2. The Bank requires the Client to a) **describe specifically in the ESMP individual mitigation and monitoring measures** and assignment of institutional responsibilities; b) **integrate these measures into the Project's overall planning, design, budget and implementation schedule;** c) where appropriate, provide for adaptive management to address issues that may arise as the Project is implemented (para. 40).
3. The Bank requires the Client to a) **identify the Project's potentially adverse impacts;** b) determine the requirements for ensuring that those impacts are addressed in an effective and timely manner; xxx; d) disclose the draft ESMP in the manner required of it under para. 57 of this ESP and engage in consultation on the ESMP (para. 41).
4. The level of detail and complexity of the ESMP should be proportional to the risks and impacts of the Project… The ESMP and its related plans contain a selected set of measurable outcomes and targets or performance indicators that can be monitored on a regular basis by the Client and **reviewed by the Bank (para. 44).**
5. The Bank a) screens each Project to assign an environmental and social category to it; b) undertakes environmental and social due diligence regarding the Project as provided for in this ESP; c) reviews the Client's environmental and social documentation required under this ESP and applicable ESSs, to determine whether appropriate measures are in place to avoid, minimize, mitigate, offset or compensate for adverse environmental and social risks and impacts in compliance with this ESP and applicable ESS; d) determines the feasibility of the Bank financing for the Project and e) monitors and supervises the Client's compliance with its environmental and social obligations until completion of the Project (para. 65).

On Monitoring and Reporting

1. The Bank requires the Client to implement the Project in compliance with the ESMP or ESMPF (or both), and any resettlement plan or RPF and to furnish the Bank with periodic monitoring reports on the Client's performance under the Project (para. 62).
2. The Bank reviews Project performance against the Client's obligations set forth in the legal agreement governing the Project. Monitoring and supervision of environmental and social aspects of the Project are integrated into the Bank's supervision plan for the Project. The Bank monitors the Project on an ongoing basis until Project completion (para. 23).

- This includes periodic site visit, comprehensive field - based reviews, periodic monitoring reports, consults with Client on corrective measures and preparation of a completion report.

ESS 1: Environmental and Social Assessment and Management

1. Conduct an environmental and social assessment for the proposed Project to **identify direct, indirect, cumulative and induced risks and impacts to physical, biological, so-**

cioeconomic and cultural resources in the Project's area of influence; these include impacts on air and water quality, including environmental health; **natural resources;** including land, water and ecosystems; **livelihoods; vulnerable groups; gender;** worker and community health and safety; and cultural resources (para. 4, Environmental and Social Assessment).

2. Assess potential transboundary and global impacts, including climate change as they relate to the Project (ibid).
3. Ensure that the scope and depth of the assessment is commensurate with, and proportional to, the nature and magnitude of the Project's potential risks and impacts and the categorization assigned by the Bank (ibid).
4. As part of the environmental and social assessment, **conduct an assessment of its legal obligations under national law** (including international agreements adopted by the member) applicable to the Project (ibid).
5. Make environmental and social information on the Project available, in an accessible manner, and in a form and languages(s) understandable to affected people and other stakeholders, during preparation and implementation of the Project so as to provide an opportunity to broadly identify and address environmental and social risks and impacts, those involving Involuntary Resettlement and Indigenous Peoples, and including community health and safety issues… Regularly disclose updated environmental and social information, in the same manner, along with information on any material changes in the Project (para. 4, Information Disclosure).
6. **Carry out meaningful consultation** with Project - affected people and facilitate their informed participation in the consultations… Continue consultation with stakeholders throughout Project implementation as necessary on issues related to environmental and social performance and implementation of the Project - level grievance mechanism (para. 4, Meaningful Consultation).
7. **Establish a suitable grievance redress mechanism to receive and facilitate resolution of the concerns of people who believe they have been adversely affected by the Project's environmental and social impacts and inform Project - affected people of its availability...** Design the mechanism to address Project - affected people's concerns and complaints promptly, using an understandable and transparent process that is gender sensitive, culturally appropriate and readily accessible to all Project - affected people (para. 4, Grievance Mechanism).
8. Undertake a **broad assessment of potential environmental risks and impacts,** both positive and adverse, associated with the Project. This includes **direct and indirect impacts on the physical and biological environment, recognizing they are closely linked with social and economic conditions** (para. 4, Environmental Coverage - Environmental Risks and Impacts).
9. Consider direct and indirect Project - related impacts on biodiversity, for example habitat loss, degradation and fragmentation, invasive species, overexploitation, hydrological changes, nutrient loading, pollution and incidental take, as well as projected climate change impacts. Also take into account the differing values attached to biodiversity by affected communities and other stakeholders (para. 4, Environmental Coverage - Biodiversity Consideration).

- Note: Is there a part of the project that is considered as a critical habitat, natural habitat or protected area? If yes there are also specific provisions in the ESS requirements for Environmental and Social Assessment and Management.

10. **Assess the sustainability of land and water use in the area of the Project and in immediately adjacent areas.** Where feasible, locate the Project, particularly if it involves

land clearing, on land that is already converted or highly degraded, provided that any resulting Involuntary Resettlement us limited and meets the requirements for an abbreviated resettlement plan.. Review risks and impacts to the quantity, quality and ecology of surface and groundwater resources, including the use of environmental flow studies as appropriate (para. 4, Sustainability of Land and Water Use).

11. **Minimize and manage waste generation and release of hazardous materials from production, transportation, handling and storage** (para. 4, Pollution Prevention).
12. **Design and implement the Project so as to minimize emissions in accordance with the aims of the Paris Agreement** of December 2015. Develop mitigation or adaptation measures to reduce risk of climate change, as relevant. Assess the impacts of the Project on climate change, including emissions, as well as the implications of climate change for the Project (para. 4, Climate Change).
13. **Assess social risks and impacts that affect vulnerable groups or individuals, and any discrimination toward groups or individuals in providing access to development resources and Project benefits, particularly towards vulnerable groups.** As necessary, incorporate measures to ensure that any discrimination is mitigated to the extent possible (para. 4 Social Coverage - Vulnerable Groups and Discrimination).
14. **Identify any potentially adverse gender - specific impacts of the Project, and develop mitigation measures to reduce these.** Where relevant, use gender disaggregated data and analysis, and consider enhancing the design of the Project to promote equality of opportunity and women's socioeconomic empowerment, particularly with respect to access to finance, services and employment (para. 4 Social Coverage - Gender).
15. **Access economic and social impacts relating to the involuntary taking of land or restriction on access to natural resources under the Project,** risks or impacts associated with land and natural resource tenure and use, including (as relevant) potential Project impacts on local land use patterns and tenure arrangements, land access and availability, food security and land values, and any corresponding risks related to conflict or contestation over land and natural resources. Take gender into account regarding land ownership and customary rights to natural resources (para.4 Social Coverage - Land and Natural Resources).
16. If adverse environmental, social or economic impacts from Project activities involving loss of access to assets or resources or restrictions on land use that do not fall within the definition of Involuntary Resettlement under ESS 2 are identified… **If these impacts are found to be significantly adverse at any stage of the Project, develop and implement a management plan to restore livelihoods of affected people to at least pre - project level or better.** (para. 4. Social Coverage - Loss of Access to Assets or Resources or Restrictions on Land Use) Note: Need to double check on this.

ESS 2: Involuntary Resettlement

1. If adverse environmental, social or economic impacts from Project activities involving loss of access to assets or resources or restrictions on land use that do not fall within the definition of Involuntary Resettlement are identified, such impacts are avoided, or when avoidance is not feasible, they are at least minimized, mitigated, or compensated for, through the environmental and social assessment under ESS 1. **If these impacts are found to be adverse at any stage of the Project, the Client is required to develop and implement a management plan to restore the livelihoods of affected persons to at least pre - Project level or better** (para. 3).
2. The Client is required to undertake the following actions in relation the Project (para. 4, Requirements):

- *Planning* - Determine the required scope of Involuntary Resettlement planning, through a survey of land and assets, **a full census of persons to be displaced,** and an evaluation of socioeconomic conditions specifically related to Involuntary Resettlement risks and impact. This establishes baseline information on assets, productive resources and status of livelihoods. **Take gender into account in conducting the above .**
- *Resettlement Plan* **- Prepare a resettlement plan elaborating on displaced persons' entitlements, income and livelihood restoration strategy,** institutional arrangements, monitoring and reporting framework, budget and time - bound implementation schedule.
- *Proportionality* - **Ensure that the resettlement plan is proportional to the extent and degree of the impacts.** The degree of impacts is determined by a) scope of physical and economic displacement; b) vulnerability of the persons to be displaced by the Project.
- *Consultation* - **Carry out meaningful consultations** with persons to be displaced by the Project, host communities and NGOs and facilitate their informed participation in the consultations. **Consult with all persons to be displaced on their rights within the resettlement process, entitlements and resettlement options and further participation process... Pay particular attention to the needs of vulnerable groups,** especially those below the poverty line, the landless, the elderly, women and children, Indigenous Peoples and those without legal title to land and ensure their participation in consultations.
- *Grievance Mechanism* - **Establish a suitable grievance redress mechanism to receive and facilitate resolution of the concerns of persons displaced by the Project and inform them of its availability.** Scale the grievance mechanism to the risks and impacts of the Involuntary Resettlement… Design the mechanism to **address displaced persons' concerns and complaints promptly, using an understandable and transparent process that is gender - sensitive, culturally appropriate and readily accessible to all affected people.**
- *Livelihood Restoration* - Improve or at least restore the livelihoods of all persons displaced by the Project through a) c**ash compensation at replacement value for land, ...** d) capacity building programs to support improved use of livelihood resources and enhance access to alternative sources of livelihood.
- *Resettlement Assistance* - includes security of tenure, transitional support and development assistance and civic infrastructure and community services as required.
- Improve the standards of living of the poor and other vulnerable groups displaced by the Project.. In rural areas provide them with legal and affordable access to land and resources.

Endorsed by the following organizations –

1. Aksi!, Indonesia
2. Aksi Ekologi dan Emansipasi Rakyat, Indonesia
3. Accountability Project, Global
4. Alternative ASEAN Network on Burma (ALTSEAN Burma), Burma
5. Asian Peoples' Movement on Debt and Development (APMDD)
6. Bangladesh Working Group on External Debt (BWGED), Bangladesh
7. BothEnds, The Netherlands
8. Building and Wood Workers' International (BWI), Global
9. Buliisa Initiative for Rural Development Organisation (BIRUDO), Uganda
10. Centre for Environmental Justice, Sri Lanka
11. Coastal Livelihood and Environmental Action Network (CLEAN)
12. Community Empowerment and Social Justice Network (CEMSOJ), Nepal
13. Environics Trust Inc., India
14. Food First Information and Action Network (FIAN), Sri Lanka
15. Foundation for Environmental Management and Campaign Against Poverty (FEMAPO), Tanzania
16. Freedom from Debt Coalition, Philippines
17. Friends of the Earth US, USA
18. Friends with Environment in Development, Uganda
19. Green Advocates International, Liberia
20. groundWork, South Africa
21. Indian Social Action Forum, India
22. Initiative for Right View, Bangladesh
23. International Accountability Project, USA/Global
24. Jamaa Resource Initiatives, Kenya
25. NGO Forum Cambodia, Cambodia
26. OTWatch, Mongolia
27. OXFAM, Global
28. Pakistan Fisherfolk Forum, Pakistan
29. Progressive Plantation Workers Union (PPWU), India
30. Recourse, Europe
31. Safety and Rights Society (SRS)
32. Sri Lanka Nature Group, Sri Lanka
33. Umeedenoo, Pakistan
34. Urgewald, Germany
35. VedvarendeEnergi, Denmark
36. Youth Group on Protection of Environment, Tajikistan

Endnotes

1 "Review of the ESF. Based on the experience gained from the application of the ESP and ESSs to individual Projects during the first three years of the Bank's operation, the Bank will, at the end of this period, conduct a review of the overall Environmental and Social Framework (para. 4, ESF)".

2 VP Von Amsberg's response to our ESF letter via email.

3 CLEAN Report

4 Video Documentary https://www.youtube.com/watch?v=vXzx5-Nmjo8