



GREEN  
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Independent  
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Mechanism

22 December 2023

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## First Problem Solving Conclusion Report on IRM Case C-0009-Egypt in relation to GCF Project FP039: GCF-EBRD Egypt Renewable Energy Financing Framework – Community related matters

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### **Summary**

This report provides information to the Board on the outcomes of problem solving in the Independent Redress Mechanism (IRM)'s case C-0009-Egypt in relation to GCF Project FP039: GCF-EBRD Egypt Renewable Energy Financing Framework, as required by paragraph 44 of the Procedures and Guidelines of the IRM (Decision B.22/22). This report discusses processes and outcomes of the community related matters of the case, and a separate report dealing with the labour complaints is available on the IRM case register.



## Executive Summary

The Benban Solar Developers Association (BSDA) and a group of community members from Benban Bahari – one of the four subdivisions of the village of Benban - engaged in a successful problem-solving process in relation to a complaint filed with the Independent Redress Mechanism (IRM) with regard to FP039, "GCF-EBRD Egypt Renewable Energy Financing Framework." The complaint, received in September 2022, pertained to community development concerns in the Benban area. The allegations, as they were further elaborated during the engagements with the complainant and members of the complainant's community, related mainly to the Corporate Social Responsibility activities (CSR) of BSDA; lack of proper consultation of the needs assessment; lack of alignment of the CSR projects with the community priorities; health and environmental damages and risks resulting from activities carried up under the CSR activities; damage of roads resulting from trucks heading towards and from the project site; insufficient transparency and effectiveness of the consultation mechanisms established by BSDA to engage with the community; and lack of an effective grievance mechanism.

Following a problem-solving process facilitated by the IRM, the parties, BSDA, and members from the Benban Bahari community reached a comprehensive agreement. The purpose of the agreement is to enhance trust, transparency, and effectiveness in BSDA's community consultation practices and address community concerns related to social impacts.

The following key agreements were reached:

**Community Consultation Practices:** Amendments to the Community Action Plan (CAP) reform plan were agreed upon, including an open call for community involvement and additional criteria for CAP and Master CAP (MCAP) members to improve the integrity and transparency of the process. The parties committed to supporting the establishment of the new CAP and MCAP.

**Livelihood Programmes:** The parties agreed on a 2024-2025 plan for livelihood community projects, including employment opportunities for graduates, feasibility studies for various projects, and financial support for minivans for Benban youth.

**Education Programmes:** A 2024-2025 plan for community education projects was established, covering daycare improvements, certified computer and English language courses, and support for public schools in Benban and Mansouriya.

**Healthcare Programmes:** The parties agreed on a 2024-2025 plan for community healthcare projects, addressing community healthcare needs, providing an x-ray unit, and supporting the Qebli kidney dialysis unit. As for the concerns related to the Qebli Kidney Dialysis unit that was supported by BSDA – the risk of spilling of contaminated liquids into agricultural land and insufficient health conditions for patients – parties agreed that the avenue to address those should be the ongoing official investigation.

**Confidentiality:** The process itself was private and confidential, adhering to good international practices. In addition, the parties consented to the publication of the final agreement on the IRM website.

**Monitoring:** The IRM will play a monitoring role, with specific timelines for implementation and regular check-ups. The parties will organise a joint workshop at the end of the monitoring stage to share lessons learned.

The Problem-Solving Agreement was signed in a joint meeting, with authorised representatives signing three original copies.



In conclusion, the case has reached a partial settlement through the comprehensive Problem Solving Agreement, as far as addressing the community concerns and outlining a path forward for collaboration between BSDA and the Benban community.

Additional issues related to employment-related matters in this case C-0009-Egypt are handled separately and will be subject to a separate report.



## I. Introduction

1. The Independent Redress Mechanism (IRM) is mandated to handle complaints received from a person or group of two or more persons or communities who have been or may be affected by adverse impacts of a project or programme, under paragraph 11 of its Updated Terms of Reference (Decision B.BM-2017/10). In handling the complaint, the IRM is required to offer problem solving to the parties as a means of resolving a complaint under the Procedures and Guidelines (PGs) of the IRM (Decision B.22/22).<sup>1</sup> When problem solving is agreed to by the parties and the parties resolve their dispute through an agreement or series of agreements, IRM informs the Board accordingly in line with paragraph 44 of the PGs.

## II. Background

### 2.1 GCF Project

2. The complaint relates to the GCF-funded programme FP039, "GCF-EBRD Egypt Renewable Energy Financing Framework."<sup>2</sup> The programme is intended to support the construction of 8-12 renewable energy projects with an aggregate capacity of 600MW and to support the planning and integration of renewable energy through technical assistance. FP039 was approved at the 16th meeting of the GCF Board on 6 April 2017, and the Accredited Entity ("AE") for this programme is the European Bank for Reconstruction and Development ("EBRD"). FP039 was originally estimated to be completed by September 2022, but the completion date has been extended to September 2024 at the request of the AE.

### 2.2 Complaint

3. On 28 September 2022, the IRM received and acknowledged a complaint (Complaint #1) submitted by an employee of a company hired to work on projects in the Benban Solar Park in Egypt (Complainant #1).<sup>3</sup> On 8 November 2022, the IRM received another complaint (Complaint #2) submitted by a different employee of the same company (Complainant #2).<sup>4</sup> This complaint was acknowledged on 11 November 2022.

4. Both Complainant #1 and #2 were employees of Health and Safety Home, a company contracted by the Benban Solar Developers Association (BSDA). Complainant #1 is also a member of the community. Complainant #1 alleged poor working conditions and inequality in access to benefits, promotions and salary increases while working on various projects in the Benban Solar Park. Complainant #1 also alleged facing retaliation and unfair dismissal as a result of the complainant's requests and actions to have the grievances addressed. Complainant #1 also added that the community had yet to see any benefits stemming from the Benban Solar Park projects.

5. Complainant #2 alleged arbitrary dismissal, unequal treatment of employees, lack of proper grievance mechanism, failure to disclose information related to workers' rights and failure to consistently provide social insurance to workers. The complainant also alleged facing

<sup>1</sup> Available at: <https://irm.greenclimate.fund/document/2019-procedures-and-guidelines-irm>

<sup>2</sup> More information about the programme is available at: <https://www.greenclimate.fund/project/fp039>

<sup>3</sup> Complaint #1 is available at: <https://irm.greenclimate.fund/sites/default/files/case/complaint-text-c0009-redacted-egypt-redacted.pdf>

<sup>4</sup> Complaint #2 is available at: <https://irm.greenclimate.fund/sites/default/files/case/complaint-c0009-egypt-complainant02-redacted.pdf>



retaliation and unfair dismissal as a result of the requests and actions to get the complainant's grievances addressed.

6. Both mentioned that the local grievance mechanism was ineffective.

### III. Eligibility and Initial Steps Phase

7. Complaint #1 was declared eligible on 25 October 2022<sup>5</sup> and Complaint #2 was declared eligible on 9 December 2022<sup>6</sup> under the IRM's TOR and PGs. Following eligibility determination, the IRM started engaging with the complainants and other stakeholders in the initial steps phase to further evaluate the issues in the complaint and to provide further information on the options available with regard to the processing of the complaint, as indicated in paragraph 36 of the IRM's PGs. As noted in the clarification of time limits,<sup>7</sup> the processing times of the two complaints were aligned to enable more efficient and effective processing of the case. By 7 April 2023, the complainants and the BSDA indicated their willingness to resolve the issues through the problem solving process.<sup>8</sup>

8. As referred to in the initial steps report, given that the same individuals filed complaints to both the IRM and the Compliance Advisor Ombudsman (CAO) of the International Finance Corporation (IFC) and that the complainants had already expressed their preference to proceed to problem solving with the cases handled by the CAO, the two mechanisms agreed that the CAO would take the lead on labour-related concerns and the IRM would focus on community-related issues. Therefore, this report is a summary of the problem solving process pursued in relation to community-related concerns raised by Complainant #1. The CAO problem solving process in relation to the two labour complaints is ongoing, and the IRM has been collaborating with the CAO to allow for a more efficient and timely resolution of the complaints. The outcomes of the two labour complaints will be reported to the Board upon conclusion of their problem solving process.

### IV. Problem Solving Process

#### 4.1 Preparation for Problem Solving

9. To ensure a good preparation for the problem-solving process, the IRM mediation team worked with the parties to identify company representatives and community members representing a variety of interests, including gender and age diversity. Further, the participants were provided with capacity building to ensure the communication, negotiation and mediation skills needed for a collaborative, value-creating problem-solving process. Finally, the parties' representatives worked with the IRM mediation team to agree on ground rules for a sustainable framework for the dialogue process.

10. **Parties:** The parties to the problem-solving process are the Benban Solar Developers Association ("BSDA"), as the general coordinator for various projects in the Benban Solar Park,

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<sup>5</sup> The eligibility determination for Complaint #1 is available at:

<https://irm.greenclimate.fund/sites/default/files/case/determination-eligibility-c0009.pdf>

<sup>6</sup> The eligibility determination for Complaint #2 is available at:

<https://irm.greenclimate.fund/sites/default/files/case/determination-eligibility-c0009-complainant2.pdf>

<sup>7</sup> The clarification on time limits is available at:

<https://irm.greenclimate.fund/sites/default/files/case/clarification-time-limits-31-january.pdf>

<sup>8</sup> The initial steps report is available at: <https://irm.greenclimate.fund/sites/default/files/case/initial-steps-report-c-0009-egypt-final-web.pdf>



and Complainant #1, joined by other community members from Benban Bahari community (“Community”).

11. **Capacity building:** Prior to initiating the parties’ formal engagement in the dispute resolution process, the IRM worked closely with Complainant #1 to identify community members with diverse backgrounds to participate in the process. Once identified, the IRM convened capacity-building workshops for the BSDA representatives and the community members to help them better understand techniques for effective communication, negotiation, and the principles of mediation. These workshops were organised in May 2023, and in addition to discussing communication, negotiation and mediation-related knowledge and skills, they also focused on developing a draft framework for dialogue.

12. **Process ground rules:** The problem-solving process was formally initiated on 7 April 2023. In the first joint meeting held on 22 May 2023, the parties discussed and agreed on the overall purpose and goals of the process, the expected outcomes, the dialogue framework, and issues to be addressed through dialogue.

13. With a view to promoting an atmosphere of good faith, which is based on values such as mutual respect and trust, equal standing, receptiveness to each other’s views, informed decision-making, empowerment and achieving common ground, the parties agreed that the dispute resolution process would aim to create a mutual understanding of the situation, enhancing effective and ongoing communication channels, and exploring and adopting options that suit the needs of all.

14. **The dialogue structure used:** In line with good mediation practices, the parties agreed that the meetings would be organised in a way that will consider the achievement of the following goals: (a) agreement on the process design; (b) sharing of parties’ perspectives; (c) agreement on issues to be addressed during the dialogue process; (d) exploration of parties’ needs and priorities; (e) generation of options and mutually beneficial proposals; (f) capture agreements in a Memorandum of Understanding (MoU) and implementation.

## 4.2 The Problem Solving Process

15. **Agreeing on a framework for dialogue:** The Framework Agreement for Dialogue that the parties signed on 22 May 2023 included background information, participants in the mediation process and their roles, duration, guiding principles and purpose of the process, the rules of confidentiality, the format of meetings, how decisions would be made and how agreements would be captured.

16. To ensure a constructive dialogue process, the parties agreed that the joint meetings would be governed by open, honest, specific, respectful and constructive communication. The agreed communication protocol included that (a) everyone will be treated with respect; (b) the parties should have equal opportunities to present their perspectives without being interrupted; (c) statements should be directed to issues, opinions, and ideas and not to the people; (d) every comment put forward should be given due consideration; (e) the mediation team shall ensure that communication protocol is followed by all participants; and (f) the parties will accept the mediators’ facilitation.

17. **Structuring the topics for conversation:** The IRM mediation team worked with the parties to structure the topics for conversation under four main areas, specifically BSDA community consultation processes, livelihood community projects, education community projects and healthcare community projects. The structure agreed upon was instrumental in ensuring the constructive character of the dialogue process and focused the parties’ attention and thinking around positive objectives.



18. **Exploring priorities and options for resolution:** Between June and November 2023, the IRM mediation team organised several bilateral meetings online and in person to build trust with the parties, discuss community needs and priorities, and explore options that would address the issues to all parties' satisfaction.

19. **Capturing agreements:** A full and final Problem Solving Agreement was reached in a second and final joint meeting organised in Aswan on 14 and 15 December 2023 with the representatives of the parties. The Agreement was drafted and signed by the representatives of the parties on the second day of the joint meeting and included a timeline for implementation and a monitoring role for the IRM.

### 4.3 Outcomes

20. The constructive process has led to crystalising the parties' needs and interests and channelled the dialogue into two main directions: the first was to ensure and enhance the communication and consultation level between the community and BSDA, and the second included several additional projects.

21. **Community consultation practices:** In respect of the need to enhance the communication, collaboration, and consultation level, BSDA developed and presented reforms to its Community Advisory Participation (CAP) to the community. The IRM mediation team successfully facilitated the dialogue, resulting in the agreement to incorporate the community's comments into the final draft of the CAP reforms.

22. **Livelihood programmes:** BSDA developed and presented its 2024-2025 plan with respect to its livelihood programmes. The mediation team successfully facilitated the dialogue, resulting in agreeing on the plan in addition to the following: (a) Community members shall provide a list of the graduates' names from the energy school to BSDA. The last shall do its best to find employment opportunities for each. (b) BSDA shall conduct feasibility studies with respect to several livelihood projects. (c) BSDA shall allocate a fund of two million Egyptian pounds to subsidise 25% of the cost of minivan cars for Benban youth. (d) Pesticides are often necessary for Benban agricultural production. At the same time, they can also be toxic. BSDA agreed to provide support by addressing the problems created by insects and other organisms by liaising with the authorities who know how to use and spray pesticides safely and by providing a spraying vehicle. (e) BSDA shall make the phone numbers of Benban craftspersons available for all the investors after obtaining the relevant permission from the craftspersons.

23. **Education programmes:** BSDA developed and presented its 2024-2025 plan with respect to its education programmes. The IRM mediation team successfully facilitated the dialogue, resulting in agreeing on the plan in addition to the following: (a) BSDA shall improve the condition of four governmental daycares per year in Benban and Mansouriya while collaborating with the authorities. (b) BSDA shall provide computer trainings and English language courses alternately every three months. Such courses shall be certified. (c) BSDA shall communicate with all the investors to check on the possibility of donating computers and other equipment resulting from the yearly replacement and renewal process for the public schools of Benban and Mansouriya. (d) BSDA shall send a letter to the Ministry of Education to inquire about the needs of the schools of Benban and Mansouriya, especially with respect to photocopy machines and labs. BSDA shall provide such needs for four governmental schools every year within the available limits of the budget and priorities set by the authorities. (e) As for the drainage problem related to Benban Bahari daycare bathrooms, BSDA shall request the formation of a specialised committee to study the matter, and BSDA shall implement the recommended steps/solutions mentioned in the committee report within the limits of the budget. (f) BSDA shall assign its community and governmental consultant to review the conditions of the scholarship, especially the one related to the national ID address and shall respect its recommendations.



24. **Healthcare programmes:** BSDA developed and presented its 2024-2025 plan in respect of its healthcare programmes. The mediation team successfully facilitated the dialogue, resulting in agreeing on the plan in addition to the following: (a) The community members shall provide BSDA with a list of all their additional needs and requests with respect to health care. The latter shall present such a list to the highest officials at the Ministry of Health and encourage them to address it. All with strong consideration to include what can be included in the upcoming years. (b) BSDA shall provide an x-ray unit and allocate the needed funds in its 2024 budget after obtaining the needed approval from the Ministry of Health. Such an x-ray unit shall be installed in accordance with the ministry's approval. (c) BSDA shall provide a specialised car to transport liquid toxics to serve the kidney dialysis unit in Benban Qebli Hospital, as mentioned in the plan. (d) The parties have agreed to respect that the dispute around the kidney dialysis unit in Benban Qebli Hospital is subject to formal and official complaints submitted to official instances, by several community members and is being handled by the official authorities now. The parties shall respect and comply with the results of such investigations.

## V. IRM Insights from the Process

25. **Trust building and respectful communication:** Trust building and respectful communication were the keystones that fortified the collaborative framework. Respectful communication was crucial for parties' interactions, fostering an environment where diverse voices are not only heard but valued. Together, these pillars created a culture of openness and mutual support.

26. **Capacity building is very important:** Dedicating the time, effort and expertise to provide training to the community members has proven its value. BSDA representatives have mentioned that they can witness the transformation in the quality of the communication level between them and the community after the IRM involvement and capacity-building workshops. The community members also have expressed their appreciation to the IRM team, saying, "We have learned how to work together and to better express our thoughts and needs to BSDA in a constructive manner."

27. All participants in the IRM-facilitated dialogue process confirmed that the capacity building offered by the IRM mediation team was essential for ensuring a constructive dialogue environment where the participants felt safe to discuss concerns openly and exchange options for the next steps.

28. **Cultural appropriateness:** This case involves a series of cross-cultural elements. While the corporate culture influences BSDA, the community presents a mix of cultures: upper Egypt, tribal, Arabic, and Muslim. The IRM dedicated time to listening and studying to better understand the cultural parameters of the case. Also, including a local mediation expert in the team has proven valuable. Offering bi-lingual documents and Arabic-English interpretation was appreciated and helpful.

29. **BSDA grievance mechanism:** Going further, it will be critical that the BSDA's grievance mechanism be used as a first tier in collecting feedback and complaints from community members. Ensuring that the mechanism is accessible and the process of handling feedback is transparent, fair and efficient will support the resolution of issues timely, locally, and ideally early on with a view to avoiding spiralling out into larger disputes with public dimensions, detrimental to all parties involved.





## VI. Conclusion

30. The IRM is partially concluding its problem solving phase of the case, given that the parties have agreed that the community development concerns that they agreed to address through the process have been discussed and resolved to both parties' satisfaction. Allegations related to employment issues are still ongoing in a separate DR process led by the Compliance Advisory Ombudsman (CAO), which is the accountability mechanism of the International Financial Institution (IFC).

31. The IRM will now launch its monitoring phase, during which the IRM will follow up with the parties during the second and fourth quarters of 2024 to confirm the implementation of the agreements, as agreed by all parties to this process.



## Annex I. Problem Solving Agreement

### PROBLEM SOLVING AGREEMENT

#### اتفاق حل المشكلات

Mövenpick Aswan Hotel,  
Elephantine Island, Sheyakhah Oula, Aswan  
Thursday-Friday, December 14-15, 2023

فندق منتجع موفنبيك أسوان،  
جزيرة اليفنتين، شياخة أولي، أسوان  
الخميس – الجمعة، 14-15 كانون الأول/ديسمبر 2023

#### A. Background

#### أ. معلومات أساسية

1. The Independent Redress Mechanism (“IRM”) is the independent accountability mechanism for the Green Climate Fund (“GCF”) with regard to environmental and social issues.

1. The Independent Redress Mechanism (الآلية الانتصاف المستقلة، “IRM”) هي آلية Green Climate Fund (الصندوق الأخضر للمناخ “GCF”) للمساءلة المستقلة في ما يتعلق بالقضايا البيئية والاجتماعية.

2. The Terms of Reference (TOR) and the Procedures and Guidelines (PGs) of the Independent Redress Mechanism (IRM) set out how the IRM deals with grievances or complaints from a person, group of persons, or community who feel to have been or may be affected by the adverse impacts of a GCF funded project or programme. This document details the agreement reached as a consequence of the problem-solving process that the IRM conducted in accordance with paragraphs 38 – 49 of its PGs.

2. تحدد الاختصاصات (TOR) والإجراءات والمبادئ التوجيهية (PGs) لـ Independent Redress Mechanism (الآلية الانتصاف المستقلة (IRM) مناولة IRM للمظالم أو الشكاوى المقدمة من جانب شخص أو مجموعة أشخاص أو مجتمع محلي لحقت بهم أو يحتمل أن تلحق بهم الآثار السلبية لمشروع أو برنامج ممول من GCF. تفصل هذه الوثيقة الاتفاق الذي تم التوصل إليه نتيجة عملية حل المشاكل التي أجرتها IRM وفقاً للفقرات 38-49 من إجراءاتها ومبادئها التوجيهية.

3. In September of 2022, the IRM received and acknowledged one complaint related to community issues in the community of Benban.

3. تلقت IRM في أيلول/سبتمبر من عام 2022 وأقرت شكوي تتعلق بمسائل متصلة بالمجتمعات المحلية لمجتمع بنبان.

4. The complaint relate to the GCF-funded programme FP039, “GCF-EBRD Egypt Renewable Energy Financing Framework.”. The programme is intended to support the construction of 8-12 renewable energy projects with an aggregate capacity of 600MW and to support the planning and integration of renewable energy through technical assistance. FP039 was approved at the 16th meeting of the GCF Board on 6 April 2017, and the Accredited Entity (“AE”) for this programme is the (“EBRD”). FP039 was originally estimated to be completed by September 2022, but the completion date has been extended to September 2024 at the request of the AE.

4. تتصل الشكوتان ببرنامج FP039 " GCF-EBRD إطار تمويل الطاقة المتجددة في مصر". يهدف البرنامج إلى دعم إنشاء 8-12 مشاريع طاقة متجددة بقدرة إجمالية قدرها 600 ميغاواط ودعم تخطيط الطاقة المتجددة وإدماجها من خلال المساعدة التقنية. تمت الموافقة على FP039 في الاجتماع الـ 16 لمجلس إدارة GCF الذي عقد في 6 نيسان/أبريل 2017، وخذد المصرف الأوروبي للإنشاء والتعمير (“EBRD”) كياناً معتمداً (“AE”) لهذا البرنامج. كان من المقرر أصلاً أن ينجز FP039 بحلول أيلول/سبتمبر 2022، لكن جرى تمديد تاريخ الإنجاز إلى أيلول/سبتمبر 2024 بناء على طلب الكيان المعتمد.

5. As per its Initial Steps Report, the IRM determined on 7 April 2023 that the parties have agreed to pursue problem-solving, a dialogue-based process facilitated by the IRM in relation to the community-related issues that should ordinarily be completed within one year of the parties’ agreement to pursue it unless an absolute need for an extension arises and is agreed by the parties and the IRM.

5. حددت IRM وفق تقريرها للخطوات الأولية في 7 نيسان/أبريل 2023 أن الأطراف وافقوا على السعي إلى حل المشاكل المتمثل بعملية قائمة على الحوار تيسرها IRM في ما يتعلق بالقضايا المتصلة بالمجتمعات المحلية والتي يجب أن تتم عادة في غضون عام واحد من اتفاق الأطراف على متابعتها ما لم تنشأ حاجة مطلقة إلى التمديد يوافق عليها الأطراف وIRM.

6. On 22 May 2023, the Benban Solar Developers Association (“BSDA”), as the general coordinator for various projects in the Benban Solar Park and one of the two complainants who submitted concerns to the IRM, joined by other community members from Benban Bahari community (“Community”), agreed and signed as “parties” a Framework Agreement for Dialogue to discuss concerns perceived by Community-related to social impacts of BSDA’s operations in developing the Benban Solar Park.

6. في 22 أيار/مايو 2023، وافقت جمعية مستثمري الطاقة الشمسية لتنمية المجتمع بنبان (“BSDA”) بصفتها المنسق العام لمشاريع مختلفة في مجمع بنبان للطاقة الشمسية وأحد مقدمي الشكاوى الذين قدما المخاوف إلى IRM وقد انضم إليها أفراد آخرون من مجتمع بنبان بحري المحلي (“Community”)، ووقعوا بصفتهم “أطراف” اتفاقاً إطارياً للحوار لمناقشة الشواغل التي يتصورها المجتمع المحلي في ما يتعلق بالآثار الاجتماعية لعمليات جمعية مستثمري الطاقة الشمسية لتنمية المجتمع بنبان في تطوير مجمع بنبان للطاقة الشمسية.

7. Given the parties’ agreement to engage in dialogue under the auspices of the problem-solving function of the IRM, after a series of communications and meetings carried out in person and virtually between May and December 2023, the parties reached this agreement.

7. نظراً لاتفاق الأطراف على الدخول في حوار تحت رعاية مهمة IRM لحل المشاكل، وبعد سلسلة اتصالات واجتماعات أجريت شخصياً وافتراسياً ما بين أيار/مايو وكانون الأول/ديسمبر 2023، توصل الأطراف إلى هذا الاتفاق.



## B. Purpose

## ب. الغرض

8. The **Agreement** has the following purposes: (1) exchange information and build agreements to increase the trust, transparency, and effectiveness of BSDA's community consultation practices; (2) exchange views and build common ground regarding the improvement of BSDA's Community Social Investment Strategy, specifically in relation to the livelihood, education, and healthcare community programmes; (3) improve the relationship between BSDA and members of the community in line with good international practices based on effective communication and collaboration; (4) start of the monitoring stage of the problem-solving agreements, in line with the agreed timelines for implementation and the monitoring roles for the IRM; (5) close the complaint received by IRM regarding community-related issues.

8. **للتفاهق** الأعراف التالية: (1) تبادل المعلومات وبناء اتفاقات لزيادة الثقة بممارسات التشاور المجتمعي لجمعية مستثمري الطاقة الشمسية لتنمية المجتمع ببنبان وشغافيتها وفعاليتها؛ (2) تبادل الآراء وبناء أرضية مشتركة في ما يتعلق بتحسين استراتيجية الاستثمار الاجتماعي المجتمعي لرابطة مطوري الطاقة الشمسية في بنبان، لا سيما في ما يتعلق بالبرامج المجتمعية في مجال سبل كسب العيش والتعليم والرعاية الصحية؛ (3) تحسين العلاقة بين جمعية مستثمري الطاقة الشمسية لتنمية المجتمع ببنبان وأفراد المجتمع المحلي تماثياً مع الممارسات الدولية الجيدة وتكون قائمة على التواصل والتعاون الفاعلين؛ (4) بدء مرحلة الرقابة الواردة في اتفاقات حل المشاكل تماثياً مع الجداول الزمنية المتفق عليها للتنفيذ ودور IRM الرقابي؛ (5) إغلاق الشكوى التي تلقتها IRM في ما يتعلق بالقضايا المجتمعية.

## C. Community consultation practices

## ت. ممارسات التشاور المجتمعي

9. The parties discussed and agreed on the CAP reform plan laid out in Annex 1 to this Problem-Solving Agreement with the following amendments:

9. ناقش الأطراف خطة إصلاح CAP (اللجنة الاستشارية المجتمعية) المنصوص عليها في المرفق 1 لاتفاق حل المشاكل هذا ووافقوا عليها.

9.1 The selection for a new CAP will start with an open call for the entire community of Benban so that the criteria included in the CAP reform plan shall be applied.

9.1 عملية اختيار ال CAP الجديدة ستتم من خلال دعوه لجميع افراد قري مجتمع بنبان للترشح علي ان يتم تطبيق المعايير المذكورة في ملف تعديلات ال CAP

9.2 additional criteria shall be added to the CAP reform as followed:

9.2 و بالإضافة الي ذلك يتم إضافة المعايير الاتية لملف تعديلات ال CAP

9.2.1 the numbers of terms for CAP and MCAP to two mandates of a duration of one year each.

9.2.1 مده العضوية بالنسبه لل CAP و ال MCAP هي عام واحد فقط قابل للتجديد مره واحده فقط.

9.2.2 the members of CAP and MCAP should not be in conflict of interest in relation to the project (i.e., contractors).

9.2.2 يجب ان لا يكون هناك تضارب مصالح لأعضاء ال CAP و ال MCAP بخصوص المشروع (علي سبيل المثال وليس الحصر: ان لا يكونوا من المقاولين المتعاقدين مع المشروع)

10. The parties will support the establishment of the new CAP and MCAP laid out in Annex 1 to this Problem-Solving Agreement and with the additional agreements included above. [IRM monitoring role: IRM will circle back to the parties during the second quarter and fourth quarter of 2024 to confirm the implementation of the agreements.]

10. الأطراف سوف يقدموا الدعم لتنفيذ التعديلات المتفق عليها لل CAP و ال MCAP في المرفق رقم 1 من اتفاق حل المشاكل و النقاط الإضافية بعالية (IRM) ودورها الرقابي. IRM ستقوم بشكل دوري للرجوع الي الأطراف في خلال الربع الثاني و الربع الرابع من عام 2024 للتحقق من تنفيذ الاتفاق)

## D. Livelihood programmes

## ث. برامج سبل كسب العيش

11. The parties discussed and agreed on the BSDA 2024-2025 plan of livelihood community projects laid out in Annex 2 to this Problem-Solving Agreement.

11. ناقش الأطراف ووافقوا على خطة جمعية مستثمري الطاقة الشمسية لتنمية المجتمع ببنبان 2024-2025 للمشاريع المتعلقة بسبل كسب العيش المجتمعية المنصوص عليها في المرفق 2 من اتفاق حل المشاكل هذا.

12. Additionally, the following were agreed:

12. بالإضافة الي ذلك تم الاتفاق علي الاتي:

12.1 community members shall provide a list of the graduates' names from the energy school to BSDA. The last shall do its best to find employment opportunity for each.

12.1 يلتزم أعضاء المجتمع بإعداد قائمة بأسماء خريجي مدرسة الطاقة الشمسية وتسليمها للجمعية. وتتعهد الجمعية بالعمل على توفير فرص عمل لهؤلاء الخريجين.

12.2 BSDA shall conduct feasibility study in respect of the following possible projects:

12.2 تلزم الجمعية بإعداد دراسة جدوى بالنسبة لأفكار المشاريع الاتية:

Fridge to store goods, Palm leaves to be used to reduce the homes temperature, project of drainage cars of swages, project to solve the problem of effect area from groundwater (Alnaqa beside the post office in Benban Bahari. Where BSDA shall adopt the project(s)

تلاجة لحفظ البضائع الغذائية. تبريد البيوت باستخدام جريد النخيل. مشروع لحل مشكلة المنطقة المتأثرة بالمياه الجوفية (منطقة النقع بجوار البريد ببنبان بحري) بالتعاون مع الجهات المختصة. مشروع لتوفير سيارات كسح صرف صحي. على ان تتبني الجمعية لتنفيذ المشروع او المشروعات التي يثبت جدواها طبقاً للدراسات في خلال الأعوام القادمة.



with most economic effeteness according to the studies during the coming years.

**12.3** BSDA shall allocate a fund of two million Egyptian pounds to subsidise 25% of the cost mini vans cars for Benban youth. As mentioned in the plan with a priority note to this article.

**12.4** BSDA shall communicate/reach out to the authorities to examine the possible solutions to anti pesticides problem especially by providing spraying vehicle.

**12.5** BSDA shall make the phone numbers of Benban craft persons available for all the investors after obtaining the permission of the craftpersons

**12.6** The parties will support the implementation of the BSDA 2024-2025 plan of livelihood projects laid out in Annex 2 to this Problem-Solving Agreement and in the additional agreements included above. *[IRM monitoring role: IRM will circle back to the parties during the fourth quarter of 2024 to confirm the implementation of the livelihood community projects.]*

## E. Education programmes

**13.** The parties discussed and agreed on the BSDA 2023-2024 plan of education community projects laid out in Annex 2 to this Problem-Solving Agreement.

**14.** Additionally, the following were agreed:

**14.1** BSDA shall improve the condition of four governmental daycares per year in Benban and Mansouriya while collaborating with the authorities.

**14.2** BSDA shall provide computer trainings and English language courses alternately every three months. Such courses shall be certified.

**14.3** BSDA shall communicate with all the investors to check on the possibility to donate the computers and other equipment resulting from the replacement and renewal yearly process to the public schools of Benban and Mansouriya.

**14.4** BSDA shall send a letter to the Ministry of Education to inquire about the schools of Benban and Mansouriya needs especially in respect of photocopy machines and labs. BSDA shall provide such needs for four governmental schools every year within the available limits of the budget and priorities set by the authorities.

**14.5** As for the drainage problem related to Benban Bahari daycare bathrooms; BSDA shall request to forma specialised committee to study the matter and BSDA shall implement the recommended steps/solutions mention in the committee report within the limits of the budget

**14.6** BSDA shall assign its community and governmental consultant to review the conditions of the scholarship especially the one related to the national ID address and shall respect its recommendations

**14.7** The parties will support the implementation of the BSDA 2024-2025 plan of education projects laid down in Annex 2 to this Problem-Solving Agreement and in the additional agreements included above. *[IRM monitoring role: IRM will circle back to the parties during the fourth quarter of 2024 to confirm the implementation of the education community projects.]*

**12.3** تلتزم الجمعية بتخصيص مبلغ اثنين مليون جنيه مصري بميزانية 2024 لدعم 25% من ثمن سيارات (ثمانية) لشباب بنبان تنفيذاً لما جاء بالخطة. مع وضع اولويه لتنفيذ ذلك البند.

**12.4** تلتزم الجمعية بالتواصل مع الجهات المختصة لبحث سبل مكافحة الحشرات والبعض بواسطة توفير سيارات رش الدخان.

**12.5** تلتزم الجمعية بنشر وتوزيع ارقام الهواتف الخاصة بالحرفيين المستفيدين من برامج الجمعية السابقة - وذلك بعد الحصول علي موافقتهم- لكافة المستثمرين.

**12.6** يدعم الأطراف تنفيذ خطة جمعية مستثمري الطاقة الشمسية لتنمية المجتمع ببنبان 2024-2025 للمشاريع المتعلقة بسبل كسب العيش المجتمعية المنصوص عليها في المرفق 2 من اتفاق حل المشاكل هذا و البنود بعاليه [إور IRM الرقابي: ستعود IRM إلى الأطراف خلال الفصل الرابع من عام 2024 للتأكد من تنفيذ المشاريع المتعلقة بسبل كسب العيش المجتمعية.]

## ج. برامج التعليم

**13** ناقش الأطراف ووافقوا على خطة جمعية مستثمري الطاقة الشمسية لتنمية المجتمع ببنبان 2024-2025 للمشاريع المتعلقة بالتعليم المنصوص عليها في المرفق 2 من اتفاق حل المشاكل هذا.

**14.** بالإضافة الي ذلك تم الاتفاق علي الاتي:

**14.1** تلتزم الجمعية بتطوير عدد أربعة حضانات حكومية سنويا بقري بنبان والمنصورية بالتنسيق مع الجهات المعنية المختصة.

**14.2** تلتزم الجمعية بتوفير دورات تدريبية للحاسب الالي ودورات لغة انجليزية بالتبادل كل ثلاثة أشهر على ان تكون تلك الدورات معتمدة.

**14.3** سيتم التواصل من قبل الجمعية مع كل مستثمري المشروع وبحث إمكانية التبرع بالأجهزة المكتبية محل الاحلال والتجديد السنوي للمدارس والمعاهد الحكومية ببنبان والمنصورية.

**14.4** ستقوم الجمعية بإرسال خطاب لوزارة التربية والتعليم لحصر احتياجات المدارس ببنبان والمنصورية فيما يخص ماكينات التصوير والمعامل وتعمل الجمعية على توفير تلك الاحتياجات لعدد أربعة مدارس حكومية سنويا في اطار ميزانية الجمعية وألويات الجهة الإدارية المختصة.

**14.5** بالنسبة لمشكلة الصرف بدورات المياه برياض أطفال بنبان يجري يتم التواصل مع الجهات الإدارية المختصة لتشكيل لجنة متخصصة لدراسة الامر وتلتزم الجمعية بالخطوات الحلول الموصي به بتقرير اللجنة في إطار ميزانية الجمعية.

**14.6** تلتزم الجمعية بتكليف الاستشاري البيئي والمجتمعي بالجمعية بمراجعة شروط المنحة الدراسية خاصة شرط محل الإقامة بالرقم القومي والالتزام بتنفيذ توصياتها.

**14.7** تدعم الأطراف تنفيذ خطة جمعية مستثمري الطاقة الشمسية لتنمية المجتمع ببنبان 2024-2025 للمشاريع المتعلقة بالتعليم المنصوص عليها في المرفق 2 من اتفاق حل المشاكل هذا و البنود المذكورة بعاليه. [إور IRM الرقابي: ستعود IRM إلى الأطراف خلال الفصل الرابع من عام 2024 لتأكيد تنفيذ المشاريع المتعلقة بالتعليم.]



## F. Healthcare programmes

## ح. برامج الرعاية الصحية

15. The parties discussed and agreed on the BSDA 2023-2024 plan of healthcare community projects laid out in Annex 2 to this Problem-Solving Agreement.

15. ناقش الأطراف ووافقوا على خطة جمعية مستثمري الطاقة الشمسية لتنمية المجتمع ببنبان 2023-2024 للمشاريع المتعلقة بالرعاية الصحية المنصوص عليها في المرفق 2 من اتفاق حل المشاكل هذا.

16. Additionally, the following were agreed:

16. بالإضافة الي ذلك تم الاتفاق علي الاتي:

16.1 the community members shall provide BSDA with a list of all their additional needs and requests in respect of health care. The last shall present such list to the highest officials at the ministry of health and encourage them to address it. All with strong consideration to include what can be included to the upcoming years.

16.1 يلتزم أعضاء المجتمع بإعداد طلب كتابي يدون به كافة مطالبه واحتياجاته الإضافية بشأن الرعاية الصحية. وتتعهد الجمعية بعرض الطلب الكتابي على المسؤولين بوزارة الصحة وحثهم على تلبية جميع الطلبات الواردة بالطلب الكتابي مع الأخذ في الاعتبار ادراج ما يمكن إدراجه منها في خطة الجمعية في الأعوام القادمة.

16.2 BSDA shall provide and x-ray unit and allocate the needed fund for in its 2024 budget after obtaining the needed approval from the ministry of health. Such x-ray unit shall be placed in accordance with the ministry approval.

16.2 تلتزم الجمعية بتوفير جهاز اشعة وتخصيص بند ميزانية سنة 2024 بعد الحصول على الموافقة اللازمة من وزارة الصحة، على ان يستقر ايخصص جهاز الاشعة بالمكان المحدد بموافقة وزارة الصحة.

16.3 BSDA shall provide a specialised car to transport the dangers and liquid toxics to serve the kidney dialyses unit in Benban Qebli hospital as mentioned in the plan

16.3 تلتزم الجمعية بتوفير سيارة مجهزة لنقل المخلفات السائلة الخطرة ليتم تخصيصها لخدمة وحدة الغسيل الكلوي بمستشفى بنبان قبلي كما هو مبين بالخطة.

16.4 parties have agreed to respect that the dispute around the kidney dialyses unit in Benban Qebli hospital is subject to formal and official complains, submitted by number of the community members, and is being handled by the official authorities now. The parties shall respect and comply with the results of such investigations.

16.4 اتفق الطرفان علي احترام ان الخلاف حول وحدة الغسيل الكلوي بمستشفى بنبان قبلي قد تم تقديم شكواي رسمية بشأنه من قبل بعض افراد المجتمع المحلي ببنبان و هو امر في يد السلطات الرسمية الان و سيتم احترام ما ستؤول اليه نتيجة تحقيقات الجهات المختصة الرسمية من قبل الطرفين.

16.5 The parties will support the implementation of the BSDA 2023-2024 plan of healthcare community projects laid down in Annex 2 to this Problem-Solving Agreement. [IRM monitoring role: IRM will circle back to the parties during the fourth quarter of 2024 to confirm the implementation of the healthcare community projects.]

16.5 تدعم الأطراف تنفيذ خطة جمعية مستثمري الطاقة الشمسية لتنمية المجتمع ببنبان 2023-2024 للمشاريع المتعلقة بالرعاية الصحية المنصوص عليها في المرفق 2 من اتفاق حل المشاكل هذا. [دور الرقابي: ستعود IRM إلى الأطراف خلال الفصل الرابع من عام 2024 لتأكيد تنفيذ المشاريع المتعلقة بالرعاية الصحية المجتمعية.]

## G. Confidentiality

## خ. السرية

17. The Problem-Solving Agreement reflects good international practices related to company-community cooperation and, although the process was private and confidential, the agreement will be shared with the public on the case register of the IRM website (<https://irm.greenclimate.fund/case/c0009-egypt>).

17. يعكس اتفاق حل المشاكل هذا الممارسات الدولية الجيدة المتصلة بالتعاون القائم بين الشركات والمجتمع المحلي، ورغم أن العملية كانت خاصة وسرية، سيتم مشاركة الاتفاق مع الجمهور في سجل الحالات على الموقع الشبكي لـ IRM (<https://irm.greenclimate.fund/case/c0009-egypt>).

## H. Monitoring

## د. الرقابة

18. As per IRM's policies and procedures, agreed monitoring activities may, for example, include direct meetings or reporting between the parties or the creation by the parties of a joint monitoring committee or other structure. The problem-solving agreement will also set out the IRM's role during monitoring. This may, for example, include regular check-ups by the IRM problem-solving team, convening joint meetings where issues arise, or having IRM problem-solving team members as observers as the parties implement the agreement.

18. يجوز أن تتضمن أنشطة الرقابة المتفق عليها وفق سياسات وإجراءات IRM مثلاً، إدراج اجتماعات أو عمليات إبلاغ مباشرة تتم بين الأطراف أو أن ينشئ الأطراف لجنة رقابة مشتركة أو هيكل رقابة آخر. يحدد اتفاق حل المشاكل أيضاً دور IRM خلال عملية الرقابة الذي يجوز أن يتضمن مثلاً، إجراء فريق IRM المعني بحل المشاكل فحوصات منتظمة، أو عقد اجتماعات مشتركة حيثما تنشأ مشاكل، أو أن يؤدي أفراد فريق IRM المعني بحل المشاكل دور المراقبين خلال تنفيذ الأطراف للاتفاق.

19. Specific timelines for implementation and monitoring roles for the IRM have been included in the problem-solving agreement.

19. ضُمّت جداول زمنية محددة لعملية التنفيذ وأدوار IRM الرقابية في اتفاق حل المشاكل.

## I. Lessons learned

## ذ. الدروس المستفادة



20. At the end of the monitoring stage of the problem-solving agreements, the parties agree to organise and participate in a joint workshop where invitations will be sent to the IRM, the government, the international lenders and civil society to discuss the benefits of company-community mediation and showcase the IRM-facilitated dialogue process.

20. يوافق الأطراف في نهاية مرحلة الرقابة من اتفاق حل المشاكل على تنظيم حلقة عمل مشتركة والمشاركة فيها بحيث ترسل دعوات إلى IRM والحكومة والمانحين الدوليين والمجتمع المدني لمناقشة فوائد الوساطة بين الشركات والمجتمع المحلي وعرض عملية تبسير IRM للحوار على ان لا يتحمل الأطراف أي تكاليف.

## J. Annexes

## ر. المرفقات

21. The following annexes are attached and are part of the Problem-Solving Agreement:

- Annex 1 - CAP Reform
- Annex 2 - BSDA 2024-2025 plan of projects
- Annex 3 - List of signatures

21. المرفقات التالية ملحقة باتفاق حل المشاكل وتشكل جزءاً منه:

- المرفق 1 – إصلاح CAP (اللجنة الاستشارية المجتمعية)
- المرفق 2 – خطة جمعية مستثمري الطاقة الشمسية لتنمية المجتمع  
بنبان  
2024-2025 للمشاركة
- المرفق 3 – قائمة التواقيع

## K. Ratification of the Problem-Solving Agreement

## ز. التصديق على اتفاق حل المشاكل

22. This Problem-Solving Agreement was discussed and signed in a joint meeting by the parties.

22. ناقش الأطراف اتفاق حل المشاكل هذا وقعوه في اجتماع مشترك.

23. The authorised representatives of the parties signed the Problem-Solving Agreement; there are three original copies, one for each party and one for the IRM.

23. وقع ممثلو الأطراف المفوضين اتفاق حل المشاكل؛ هناك ثلاث نسخ أصلية، نسخة لكل طرف ونسخة لـ IRM.

24. In case of discrepancies between the two languages in the interpretation of this agreement, the Arabic language shall prevail.

24. في حالة وجود أي لبس في المعنى بين النسخة الإنجليزية و النسخة العربية فإن اللغة العربية هي التي تسري ويعتد بها في تفسير بنود ذلك العقد.



**Ratification of the Problem-Solving Agreement**  
التصديق على اتفاق حل المشاكل

**BSDA REPRESENTATIVES**  
ممثلو رابطة مطوري الطاقة الشمسية في بنبان

**COMMUNITY MEMBERS**  
أعضاء المجتمع المحلي

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Place // المكان

**GCF IRM FACILITATORS**  
ميسرو آلية الانصاف المستقلة لصندوق المناخ الأخضر

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