CAO COMPLIANCE ADVISOR OMBUDSMAN

The Independent Accountability Mechanism for IFC & MIGA

OCTOBER 2026

Assessment Report

Regarding the Second Complaint Received in Relation to IFC's Investments in Compagnie des Bauxites de Guinée in Guinea

IFC Project Number: 34203

Official Use Only

About CAO

The Office of the Compliance Advisor Ombudsman (CAO) is the independent accountability mechanism of the International Finance Corporation (IFC) and Multilateral Investment Guarantee Agency (MIGA), members of the World Bank Group. We work to facilitate the resolution of complaints from people affected by IFC and MIGA projects in a fair, objective, and constructive manner; enhance environmental and social project outcomes; and foster public accountability and learning at IFC and MIGA.

CAO is an independent office that reports directly to the IFC and MIGA Boards of Executive Directors. For more information, see www.cao-ombudsman.org/about-us.

List of Acronyms

CAO	Office of the Compliance Advisor Ombudsman
CBG	Compagnie des Bauxites de Guinée
IFC	International Finance Corporation
MIGA	Multilateral Investment Guarantee Agency

1 Executive Summary

In March 2026, the Office of the Compliance Advisor Ombudsman (CAO) received a complaint from eight former expatriate employees of Compagnie des Bauxites de Guinée (CBG). The complainants allege a pattern of abrupt, procedurally deficient contract terminations; coercive settlement practices; and broader noncompliance with the Performance Standards of the International Finance Corporation (IFC). In June 2026, CAO determined that the complaint met its eligibility criteria and initiated an assessment.

As part of the assessment, the CAO team engaged with the complainants through virtual meetings and phone calls. In August 2026, the CAO team met with CBG representatives in Kamsar, Guinea. During this process, the complainants and CBG did not agree to engage in a CAO-facilitated dialogue process. According to the CAO Policy, the case will therefore be transferred to CAO's Compliance function for appraisal of preliminary indications of IFC's compliance with its E&S Policies.[1]

This assessment report provides an overview of the assessment process, including a description of the project, the complaint, assessment methodology, and views of the parties.

2 Background

2.1 The Project

IFC has an active project with Compagnie des Bauxites de Guinée (CBG) to support the phase 1 expansion of the Sangaredi bauxite mine, processing plant, and associated infrastructure. In 2016, IFC provided a US$200 million senior loan to CBG to finance the expansion of the mine, processing plant, and shared multiuser infrastructure to increase production capacity.

CBG is 49 percent owned by the Government of Guinea, and 51 percent by Halco Mining Inc., a consortium of aluminum producers itself owned 45 percent by Rio Tinto PLC, 45 percent by Alcoa Corporation, and 10 percent by Dadco Group Ltd.[2]

2.2 The Complaint

In March 2026, CAO received a complaint from eight former expatriate employees of CBG, engaged through Boké Services Management, Inc. The complaint alleges a pattern of abrupt, procedurally deficient contract terminations, coercive settlement practices, and broader

[1] CAO. IFC/MIGA Independent Accountability Mechanism (CAO) Policy. 2021. http://documents.worldbank.org/curated/en/889191625065397617

[2] For more on the project, see the IFC's relevant disclosure page at https://disclosures.ifc.org/project-detail/ESRS/34203/cbg-expansion.

noncompliance with IFC Performance Standards, particularly PS1 on Environmental and Social Risks, and PS2 on Labor and Working Conditions.

In June 2026, CAO determined that the complaint met its eligibility criteria and initiated an assessment.

3 Assessment Purpose & Methodology

3.1 Assessment Purpose

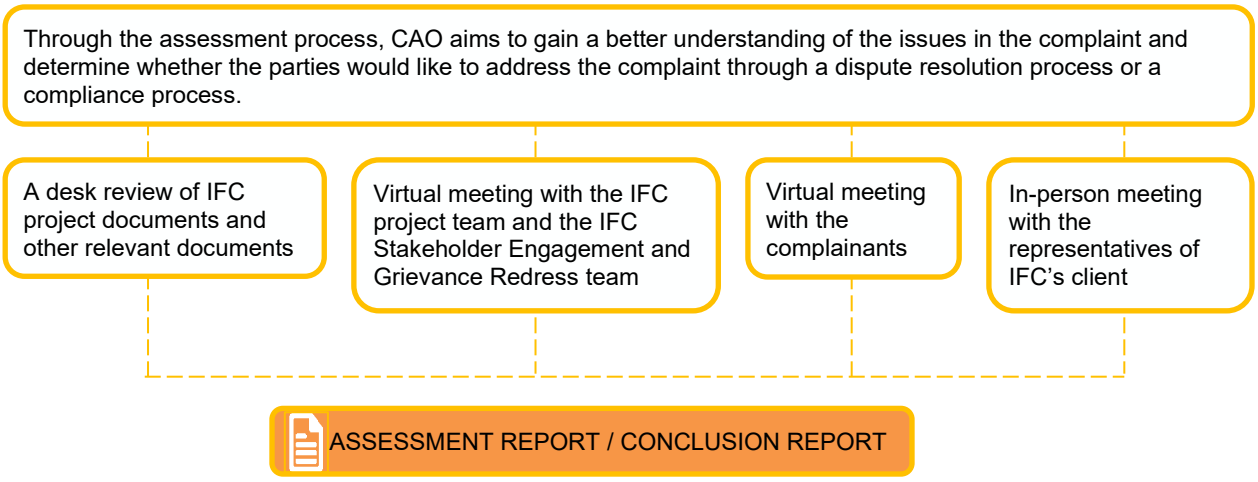
The aim of the CAO assessment process is to develop a thorough understanding of the issues and concerns raised by the complainant(s), gather information on the views of different stakeholders, and determine whether the complainant(s) and the IFC client(s) would like to pursue a dispute resolution process facilitated by CAO or whether the complaint should be handled by CAO's Compliance function to conduct an appraisal of IFC's compliance with its performance standards (see appendix A for CAO's complaint-handling process).

CAO's assessment process does not entail any judgement on the merits of a complaint. Instead, it seeks to understand the perspectives of the parties and empower those involved to make informed decisions on how to address the issues raised.

3.2 Assessment Methodology

Figure 1 illustrates the approach and methodology of CAO's assessment process.

Figure 1. CAO Assessment Process



Engagement with the complainants was conducted through virtual meetings and telephone calls. The CAO team held an in-person meeting with the representatives of the IFC client in Kamsar, Guinea, in August 2026.

4 Perspective of the Complainants

In March 2026, CAO received a complaint from former expatriate employees of CBG. Following receipt of the complaint, CAO engaged with the complainants through a series of virtual meetings to seek clarification and obtain further information regarding the issues raised. The concerns raised by the complainants are summarized below.

1) Abrupt termination without due process

The complainants allege that, with little or no advance notice, they were called into a meeting and informed that their contracts were being terminated with immediate effect. None had received prior warnings, written performance evaluations, disciplinary notices; nor had any of them been consulted. In some instances, this notification was delivered by video conference rather than in person, which complainants find disrespectful as it appeared designed to avoid a face-to-face confrontation.

One of the complainants stated that, shortly before her contract was terminated, the provisions governing dismissal for reasons other than misconduct were amended. Under the previous provisions, she was entitled to the salary due for the remainder of her contract up to a maximum of three months. Under the revised provisions, this was reduced to one month's salary.

2) Extremely short departure deadlines

The complainants stated that they were afforded no more than two to four days to vacate the company-provided accommodations and depart Guinea, causing considerable personal and material hardship. The complainants and their accompanying families were forced to abandon furniture, appliances, food, and other belongings, and some were unable to successfully meet logistical requirements, such as securing travel documentation for pets or completing standard exit formalities.

One of the complainants stated that the termination of her contract was communicated to her orally and took effect immediately. She stated that no substantive explanation for the termination was provided at the time and that the document she received the following day likewise did not specify the substantive reason for the termination.

3) Pressure to sign settlement and release agreements

Almost all the complainants claim they were presented with a settlement and release document that offered one to three months of salary in exchange for the full and final waiver of any legal recourse. The complainants stated that these documents were presented under significant time pressure, in several cases, within hours of the termination notification. This left the complainants with little opportunity to review the document or seek legal advice. One of two complainants who refused to sign the document stated that they were subsequently denied the contractual notice payment they were owed regardless of whether they signed a waiver.

One of the complainants further stated that the document provided to her described this payment as an indemnity payable in the event of termination for reasons other than misconduct.

4) Insufficient explanation or formal justification

Most of the complainants assert that they were not provided with a substantive explanation for the termination of their employment. Others say the reasons cited were vague assertions such as “poor performance” or the “Guineanization” of the position—unsupported by any documentation, formal performance evaluation, or reference to an applicable legal or regulatory provision. Notably, several complainants allege that they had not received any negative feedback, disciplinary notice, or performance-related communication at any point during the course of their employment.

One of the complainants stated that an official CBG document dating from the same period expressly referred to a “Guineanization process” in the context of the succession plan. She also stated that the new appointment to the position of Group HSEC Director, which she had been holding, took effect two days after the termination of her contract.

Another complainant alleged that, at the time of his termination, he was working in Brussels for Boke Service, a subcontractor of CBG, where he was responsible for managing the office. He alleged that his contract was terminated without any explanation. He later received his C4 unemployment certificate (Certificat de chômage), which stated that he had not gotten along with his colleagues. He stated that this information was inaccurate.

5 IFC Client's Perspective

The following summary of CBG's perspective regarding the issues raised in the complaint is based on the information gleaned from CAO's engagement with the company representatives in August 2026 at an in-person meeting in Kamsar, Guinea.

1) Abrupt termination without due process

Regarding termination, CBG argues that all complainants were dismissed in accordance with the rules and procedures governing expatriates, which derive from the labor law of Pennsylvania in the United States, as well as with Article 16.d of the regulations for expatriate staff assigned to provide services to CBG and the National Agency for the Development of Mining Infrastructure.[3]

2) Extremely short departure deadlines

Regarding the allegation of short notice, CBG asserts that in accordance with Article 16.d of the regulations, the contract terminates immediately on the stated termination date. However, according to CBG, each complainant was given a mutually agreed period to finalize all administrative procedures related to the end of the contractual relationship with the company and had sufficient time to prepare personal and household belongings before departure. CBG asserts that the date of the notice of termination and the airline ticket attest to this.

3) Pressure to sign settlement and release agreements

CBG confirmed that the contractual notice payments were provided to all complainants freely and voluntarily, without any coercion or pressure. It claims that each complainant was adequately consulted before being dismissed and that no pressure was exerted on those who signed an agreement and release (*entente et quittance)* or similar documents immediately after receiving termination notice.

4) Insufficient explanation or formal justification

CBG claims that the dismissals were not motivated by a policy of "Guineanization". According to CBG, the dismissals were carried out pursuant to Article 16.d of the Expatriate Regulations as described in 5.1) of this report.

CBG further asserts that it complies with all applicable regulations, especially the IFC Performance Standards. CBG emphasizes that expatriates are treated very well and that they all receive the benefits described in Appendix B of this report.

[3] Article 16.d. Dismissal for reasons other than misconduct:

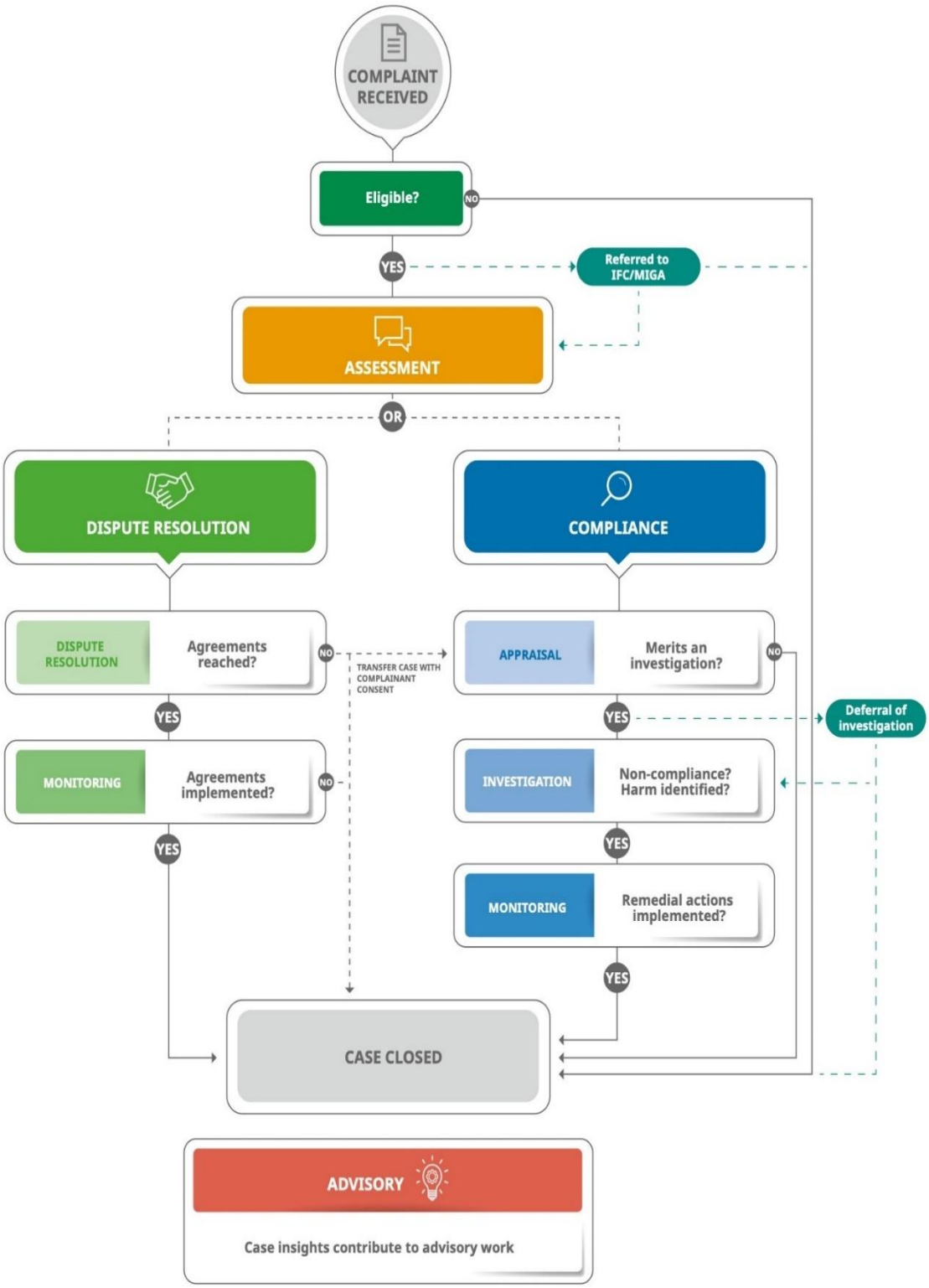
"CBG may terminate the employee's assignment in Guinea for any reason other than misconduct and, in such case, the contract shall also terminate. Such dismissal may take effect immediately upon delivery to the employee of written notice of dismissal, or on any other date determined by the company or CBG. In the case of dismissal for reasons other than misconduct, the employee shall be entitled to an indemnity equivalent to one month's salary. In such cases, the company shall provide the employee, his or her resident spouse and resident children with an airline ticket to the point of origin and shall reimburse all reasonable expenses incurred on the return journey."

In conclusion, CBG stated that it would not pursue CAO mediation with the complainants. It asserts that the content and timing of the complaint suggest a coordinated effort among the complainants to damage its reputation.

6 Conclusion & Next Steps

During CAO's assessment process, the complainants and CBG did not agree to engage in a CAO-facilitated dialogue process. According to the CAO Policy, the case will therefore be transferred to CAO's Compliance function for appraisal of preliminary indications of IFC's compliance with its E&S Policies. CAO's compliance appraisal will determine whether an investigation of IFC is warranted or whether CAO will close the case.

Appendix A: CAO Complaint-Handling Process



In accordance with the IFC/MIGA Independent Accountability Mechanism (CAO) Policy, the following steps are typically followed in response to a received complaint:

Step 1: **Acknowledgment** of the receipt of the complaint.

Step 2: **Eligibility.** A determination of the complaint's eligibility for assessment under the mandate of CAO (no more than 15 business days).

Step 3: **Assessment.** Assessing the issues and providing support to stakeholders in understanding and determining whether they would like to pursue a consensual solution through a collaborative process convened by CAO's Dispute Resolution function or whether the case should be handled by CAO's Compliance function to review IFC's/MIGA's environmental and social due diligence. The assessment time can take up to a maximum of 90 business days, with the possibility of extension for a maximum of 30 additional business days if after the 90-business day period (1) the parties confirm that resolution of the complaint is likely or (2) either Party expresses interest in dispute resolution, and there is potential that the other Party will agree.

Step 4: **Facilitating settlement.** If the parties choose to pursue a collaborative process, CAO's Dispute Resolution function is initiated. The dispute resolution process is typically based on or initiated by a Memorandum of Understanding and/or mutually agreed-upon ground rules between the parties. It may involve facilitation/mediation, joint fact finding, or other agreed resolution approaches leading to a settlement agreement or other mutually agreed and appropriate goals. The major objective of these types of problem-solving approaches will be to address the issues raised in the complaint, and any other significant issues relevant to the complaint that were identified during the assessment or the dispute resolution process, in a way that is acceptable to the parties affected.

OR

Compliance appraisal and investigation. If the parties opt for an investigative process, the complaint is transferred to CAO's Compliance function. A complaint is also transferred to the Compliance function when the dispute resolution process results in partial or no agreement. At least one affected community member must provide explicit consent for the transfer, unless CAO is aware of concerns about threats and reprisals. CAO's Compliance function reviews IFC/MIGA's compliance with environmental and social policies, assesses related harm, and recommends any appropriate remedial actions following a three-step process. First, a compliance appraisal determines whether further investigation is warranted. The appraisal can take up to 45 business days, with a possible extension of 20 business days in exceptional circumstances. Second, if an investigation is warranted, the appraisal is followed by an in-depth compliance investigation of IFC/MIGA's performance. An investigation report is made publicly available, along with IFC/MIGA's response and an action plan to remediate findings of noncompliance and related harm. Third, in cases where noncompliance and related harm are found, CAO monitors the effective implementation of the action plan.

Step 5: **Monitoring and Follow-Up**.

Step 6: **Case Closure**

Appendix B: Benefits provided to CBG expatriates

According to CBG, it provides all expatriates with the following benefits:

- Company housing, furnished and equipped with household appliances, with electricity, water, and maintenance, all costs paid by the Company.
- A company car, fueled and maintained by the Company.
- A very high salary, part of which is paid in local currency and subject to Guinean tax legislation, and the other part paid in US dollars overseas into the expatriate's account.
- 49 days of vacation per year.
- Two airline tickets per year for vacations for married expatriates, covering the spouse and dependent children.
- Three airline tickets for single expatriates.
- Complete freedom to come and go anywhere, including outside working hours, using the Company's means of transport.
- Etc